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The Solicitors' Journal

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Current Topics.

The Law's Delays.

THE LAMENTABLE increase in the volume of arrears in King's Bench Division actions, which, unhappily, continues unabated, has not unnaturally been the subject of vigorous criticism in legal circles and a cause of very real complaint by litigants generally. Unless this accumulation of work is to be allowed to continue indefinitely unchecked until the state of the list is more or less chaotic, it is inevitable that some practical remedy must be assayed in the very near future. The question is: What remedy? Undoubtedly, one of the prime factors contributing to the disposal of so few cases last term was the sitting of two Divisional Courts—Crown Paper and Civil Paper, which accounted for five judges—for a considerable part of the time. Add to that the sittings of the Court of Criminal Appeal, and, in the earlier months of the year, the absence of judges through illness, and there is at least a partial explanation of the arrears. The outlook for the present term is, of course, unavoidably worse by reason of the claims of the Assizes. It seems probable that of the seventeen judges only three will be available in London throughout the whole term. One trembles to think of the appalling consequences a little illness during these sittings might bring on the already alarming arrears, but even should cases be expeditiously disposed of, it would appear, as matters stand, that nothing can prevent the Long Vacation arriving with the general position little, if indeed any, better. Of the 1,072 actions for trial this term, about 870 are arrears from last term, and it is unpleasantly significant to observe that some of the special and common jury actions were set down about a year ago. "Steps," said the Attorney-General in the House of Commons a few months ago, "have already been taken to deal with the situation," but, he added, the Lord Chancellor was not satisfied that the state of business in the King's Bench Division was such as to justify an increase in the number of judges. It is precisely such an addition to the bench which most generally recommends itself to the legal profession as the most suitable and most desirable means of immediately coping with the situation. To appoint a judge to the unfilled vacancy caused by the death of Mr. Justice SHEARMAN, and, perhaps, in the circumstances, an additional one, would go far towards substantially minimising the existing evil. It requires no great stretch of imagination to picture the inevitable falling off of litigation, with all its consequences, if cases are not more rapidly disposed of. Nothing is more apparent than that intending litigants will amicably settle their disputes rather than wait a year or more in doubt.

The Crown *ats* the Subject.

IN A letter published in *The Times* of the 29th May, a gentleman who seems to have had an unfortunate experience in litigation with regard to the return of super-tax alleged to have been overpaid, raises a question of some constitutional importance. It appears that he had appealed without success to the Special Commissioners, and from them to the High Court, where he had also failed. Notice of appeal to the Court of Appeal was duly given. Before the appeal came on for hearing the Budget was introduced, and in his speech the Chancellor of the Exchequer referred to the pending litigation and stated that the House of Commons would be asked to legislate, the questions involved being, as he said, of such importance that they could no longer "be left to the hazards of further litigation." Amongst the budget resolutions which were afterwards passed by the House in Committee was one which gave effect to the proposals of the Chancellor of the Exchequer, making it clear that the appellant's contentions could not in the future prevail. On the case coming before the Court of Appeal the Attorney-General indicated that in the event of the decision of the court being against the Crown he would invoke the resolution of the House of Commons as a bar to the appellant's claim. In fact, the Court of Appeal upheld the decision of the court below, and the Attorney-General was not put in the position of arguing that the resolution in question, being retrospective in its operation, entitled the Crown to judgment. We think it just as well that the case took the course it did, for we venture to say that it would have been contrary to constitutional practice for the Crown to have made use of the resolution of the House of Commons to secure a judgment in its favour in an action actually pending against the Crown when the resolution was passed. Parliament is, of course, paramount, and there may be circumstances in which, in the public interest, claims already the subject of litigation not concluded, could rightly be impeded or barred by legislation. The circumstances in the case to which we are referring do not seem to have justified such an extreme course. It was, after all, merely a question of the extent of the liability of an individual taxpayer and turned upon the construction of Acts of Parliament which are admittedly difficult and often obscure. We feel some sympathy with the correspondent of our contemporary when he likens his position to one who would play bridge with an opponent who claims the right to alter trumps in the course of the play of a hand. As he says, no one would willingly do so. Only too often in revenue cases the game is practically forced upon the subject, and he has the right to expect that the Crown will not alter the rules whilst play is in progress. In other words, it is expected that the Crown (as "the fount of honour"), will "play the game."

Legal Aspects of the Whipsnade Muddle.

THE OPENING of the new Zoo at Whipsnade was duly advertised, and the railway companies owning the nearest stations also advertised their plans for conveying passengers from London to those stations on Whit Monday, thence to the Zoo by motor-coaches, and back in the evening, at an inclusive figure. The advertisements were no doubt meant to attract passengers, and the day being fine, a very large number of persons were so attracted. In the result, those who went to Luton had to "queue up" for an hour or more in the blazing sun because a wholly insufficient number of coaches were available to take them on, and there was a similar, and perhaps even worse, delay at Whipsnade on returning. For this state of things the road congestion has been blamed, but our information is that the journeys from the station to the Zoo and back did not take an unreasonably long time in the circumstances,

and that the roads would easily have carried the few dozen extra vehicles which would have reduced the waiting in queues from an hour to five or ten minutes. If that is so, the blame for the delay lies on the persons responsible for seeing that a sufficient number of vehicles were ready for passengers whose numbers should have been known when the excursion trains started from St. Pancras, and therefore nearly an hour before their arrival at Luton. Little legal consolation can be given, however, to those whose Bank Holidays were largely spoiled, in the way of prospect of damage, for breach of the company's contract. For the fares were well below the statutory maximum, and in such case the companies have almost unlimited freedom to contract themselves out of all the usual liabilities for negligence. In the case of *Duckworth* v. *L. & Y. Railway* (1901), 45 SOL. J. 467, the plaintiff suffered definite loss owing to the unpunctuality of a train, due entirely to the negligence of one of the company's servants, but it was held that the defendants, in issuing a workman's ticket, had contracted themselves out of liability for such negligence. And even the redoubtable Mr. WOODGATE, barrister and oarsman, failed in a similar attempt to obtain damages for annoyance and inconvenience suffered from a missed connexion: see *Woodgate* v. *G.W.R.* (1884), 51 L.T. 826. It may be suggested, however, that if the servants of a company know, or ought to know, that each passenger will be subject to an unnecessary delay of over an hour, and will be compelled for that period to stand up in sun or rain, there should be a legal duty to convey the fact to the public, most of whom would no doubt in the present instance have made other arrangements. Such a duty may exist, but the cases seem hardly to establish it.

Divorce for Wilful Childlessness.

A DIVORCE case in New York well indicates the difficulty of adjusting old law to new conditions and possibilities. A husband is seeking divorce on the ground that his wife since her marriage has, against his will, deliberately suffered an operation which has rendered her entirely incapable of bearing children. In England, the causes for divorce are statutory, and conduct such as that of the wife in the above case is not included in them. So far as there may have been doubt whether an ante-nuptial operation of the kind could be pleaded on a petition for annulment of marriage, that doubt may be regarded as resolved in *L*—— v. *L*—— *otherwise D* (1922) 66 SOL. J. 613. In that case the operation had been performed before marriage, and the husband in his evidence on his petition for annulment stated that he knew there had been an operation, but did not know that it had rendered the wife incapable of child-bearing. It had also rendered her husband's attentions repugnant to her, though she was not technically impotent. HORRIDGE, J., while observing that he should very much like to declare the marriage null and void, stated that he had no power to make new law, and the matter was covered by D——*e* v. *A*——*g* (1845), 1 Rob. Eccl. 279, a decision of Dr. LUSHINGTON, with which he felt himself compelled to agree. The New York case is a stronger one, for the disability has resulted from the wife's own premeditated act after marriage, but, even so, a judge in our own court could hardly distinguish it from the above cases. The matter is one which at least is worth the attention of our legislators. ABRAHAM supposed he had a childless wife, NAPOLEON had a childless wife, and CATHERINE OF ARRAGON did not bear a male heir to HENRY VIII. Each of these personages, desiring a male heir, solved the problem in his own way, but in no case a way which a modern subject can lawfully imitate. It may happen, of course, that a man and woman may marry, both eagerly desiring children, but nature frustrates them. That is a hard case, but it is certainly distinguishable from the other, in which the frustration is caused, not by nature, but by the deliberate act of one spouse against the will of the other. If legislators ever hereafter considered that such conduct should be deemed sufficient for dissolution of marriage, presumably divorce rather than annulment would be indicated.

Sale of Goods and Rejection.

IN the course of a judgment, dealing with a case arising out of the rejection by a buyer of the whole of a consignment of timber, Lord Justice SCRUTTON is reported to have resisted the temptation to accede to an invitation to lay down a definition of a clause in the contract which might be applicable to all cases to which that clause applied. The clause was as follows: "Buyers shall not reject the goods herein specified, but shall accept or pay for them in terms of contract against shipping documents." In the case in question—*Green* v. *Arcos Ltd.* (see *The Times*, 24th March)—the vendor appealed from the decision of Mr. Justice ROWLATT on a special case (75 SOL. J. 156). That learned judge had got to the root of the principle involved when he held that the clause could only prevent rejection where the goods tendered were the goods "herein specified," and that as the goods tendered were not the goods specified in respect of quantity, the clause did not apply. Stated shortly, the buyer had bought a quantity of timber which was to be shipped from Russia, and on its arrival he found that some classes of the timber had been overshipped, that in other classes there had been short shipment, while in some classes there had been no shipment at all. The buyer therefore rejected the whole of the shipment and the dispute was referred to arbitration in accordance with an arbitration clause in the contract. The umpire held that the buyer had no right to reject the timber and stated a special case. The Court of Appeal affirmed Mr. Justice ROWLATT's decision, holding the case to be merely a repetition of *Vigers Brothers* v. *Sanderson Brothers* (1901), 45 SOL. J. 328; [1901] 1 K.B. 608.

In "Benjamin on Sale," 6th ed., at p. 706, it is clearly stated that the implied condition that the goods shall answer to the description under which they are sold is not excluded by an express provision excluding a right of rejection, and *Vigers* v. *Sanderson, supra*, is referred to in support of that proposition. In that case the plaintiffs agreed to sell to the defendants two parcels of sawn laths "of about the specification stated below." The lengths were then specified and the contracts contained a clause that the buyers should not, in case of dispute, reject the laths, but that the dispute was to be referred to arbitrators. The consignment was sent in very extensive disregard of the lengths specified in the contract. Mr. Justice BINGHAM said, in the course of his judgment: "In a business of this kind there is almost of necessity some departure from the strict figures of the specifications, and the departure may be such as to make it doubtful whether the shipper has adhered sufficiently closely to the stipulation that the goods shall be of 'about' the specification lengths. In such a case the clause as to non-rejection comes into operation." His lordship added that the non-rejection clause did not, however, operate so as to force the buyer to take goods which were neither within nor about the specification, nor commercially within its meaning.

A further passage in "Benjamin on Sale," at p. 869, expounds the principle regulating the insertion of a non-rejection clause in contracts of this kind, thus: "The buyer may, by contract, express or implied, exclude his right of rejection, or this right may be excluded by trade usage, if not inconsistent with a written contract. But no such contract or usage is deemed to apply to goods not being of the description contracted for, as it would make the contract nugatory to exclude the right of rejection if the goods delivered are of a different description."

The absurdity of placing a too narrow and rigid interpretation on a non-rejection clause is adumbrated by Lord Justice SCRUTTON in his judgment in another case, *Szymonowski & Co.* v. *Beck & Co.* [1923] 1 K.B., at p. 467. He there refers to the possibility of a question arising (if the material clause had been slightly different) whether a buyer would have been bound to accept beans when he had bought peas if he had failed to give notice of the mistake within fourteen days after the arrival of the goods at their destination.

The Land Registry Annual Report.

THE Chief Land Registrar's annual report for the past financial year has just been published and upholds the high reputation of H.M. Land Registry for efficient public service.

The time taken to complete registrations (both first registrations and dealings) has been reduced both in the compulsory and the voluntary areas. The average time taken to complete London first registrations last year was 6·3 days, a reduction of over one day from the previous year. As all applications for first registration are now considered for absolute or good leasehold titles, and as further steps have been taken to make the entries on the register more fully informative as to subsidiary rights and restrictive covenants, so that normally no deeds apart from the register (except of course leases in case of leasehold land) have to be perused, an average time of 6·3 days for investigation points to a highly efficient organisation of the department.

The total number of transactions (first registration and dealings) was 143,244, an increase of over 26,000. First registrations in the London area show a steady decline. This is, of course to be expected after over thirty years of compulsory registration, as the area of land remaining unregistered is rapidly diminishing and will in due course cease altogether (apart from the grants of new leases). The number of dealings with registered land in London has increased by just over 9,000.

There were 2,440 first registrations in the non-compulsory areas last year, nearly 5,000 more than the previous year. This is clear evidence of the growing popularity of voluntary land registration, and a challenge to those who would hold that, apart from compulsion land registration would be bound to fail. Dealings in the non-compulsory areas have increased to 51,897, an increase of over 15,000 from the previous year and nearly ten times as many as there were in 1921.

The year has been marked by the introduction of a system of free official searches of the register, obviating the need for personal attendance at the Registry. The searches bring the land certificates up to date, afford a priority in respect of the dealings to which they relate and protect a purchaser from the danger previously experienced of entries appearing on the register between the time of searching and of registration.

Much of the criticism against land registration has been that the registers are not self-contained and that documents off the register have to be investigated for restrictive covenants, etc. Whatever strength there was in such criticism has now been completely wiped out by a bold step which at once raises land registration above ordinary conveyancing in regard to these matters. The cost of investigating old deeds for restrictive covenants—incumbent in cases of unregistered land, is now undertaken by the Registry free of all charge, the department itself paying for the tracing and production of the necessary deeds and setting out such restrictive covenants verbatim on the register.

The practice of clearing the registers which previously were complicated by cancelled entries and of making new editions of the registers and land certificates to show only current existing entries, has been carried on increasingly by H.M. Land Registry, and last year 22,359 registers were cleared and fresh editions issued—free of all charge.

In 1930, 9,831 possessory titles were converted into absolute or good leasehold titles.

The new Fee Order issued in May, 1930, made very material reductions in the fees. In first registrations where the values were under £2,000 the fees have been reduced at the lowest values by about one-half, and at the lower values by one-third. In the case of dealings very substantial reductions were made in the fees relating to values under £5,000. Discretion was also given to the Chief Land Registrar to remit certain fees in special classes of cases—a discretion which the department has in almost every case exercised in favour of the public.

Notwithstanding the improved services rendered by the department the cost per case has been reduced to £1 2s., and the annual saving over the previous year totalled at £11,000. About £2,000 of this is due to a fall in the bonus on departmental salaries, but the rest is due to persistent scrutiny of the organisations and a constant change in some—possibly minute—detail of work.

There are now over 441,000 separate titles in the register of the estimated value of £405,000,000.

The Chief Registrar is responsible for the Land Charges Department and does not minimise the volumes of complaints received which he says are not due to any defect in administration by his department, but spring from the inherently unsatisfactory character of name registers. Registrations increased last year by about 3,000 to 110,750. Search certificates numbering 536,469 were issued and only sixteen instances of substantive errors came to light—a marvellous achievement.

The Middlesex Deeds Registry had a record year, 60,341 memorials being registered.

The department (H.M. Land Registry) finishes the year with a surplus of nearly £45,000, notwithstanding the reduction in fees under the new Fee Order.

Sir STEWART WALLACE completes his report with a well-merited tribute to his staff. Such a satisfactory state of organisation as this report displays can only be due to a well disciplined and enthusiastic band of workers functioning under a very efficient Chief Land Registrar. The report is certainly a record of continuing progress.

Company Law and Practice.

LXXX.

WINDING UP PETITIONS.

I.

A PETITION for the compulsory winding up of a company is usually the last resort of the creditor; there are several reasons why a creditor does, in the ordinary way, use all other means at his disposal to obtain satisfaction for himself before taking a step which may well result in him receiving only a proportion, or even none, of the money owing to him by the company. But there frequently comes a time when the creditor feels that his only proper course is to present a petition for compulsory winding up, and he accordingly does so.

There are one or two points which should, before the presentation of such a petition, be considered by the creditor's advisers. In the first place, a winding-up petition should not be presented where the debt on which the petition is based is, in good faith, disputed by the company, for it is not the proper method of attempting to enforce such a claim: *Re London & Paris Banking Corporation*, L.R. 19 Eq. 444; the ordinary remedies are available, and the court before which the winding-up petition is heard cannot have at its disposal the materials, even if it had the time, to decide whether the debt is genuinely owing by the company to the petitioner. But this must not be taken to mean that a company can merely say that it disputes the debt in order to prevent the making of a winding-up order, it must at the same time show some reasonable ground for so doing: see *Re Brighton Club and Norfolk Hotel Co.*, 35 Beav. 204, at p. 205. Secondly, a winding-up petition is not a proper means of exercising pressure on a company; the court always insists that it is not constituted for the purpose of collecting debts due from companies, and in certain cases it has dismissed petitions which had this object in view. The true purpose of a petition is to obtain a winding-up order, and if a petition is not presented "in good faith and for the legitimate purpose of obtaining a winding-up order, but for other purposes, such as

putting pressure on the company" it ought to be stopped if its continuance is likely to cause damage to the company: per VAUGHAN WILLIAMS, J., in *Re a Company* [1894] 2 Ch. 349. In practice there seems to be no doubt but that its continuance is likely so to cause damage: see the *Quartz Hill Case*, referred to at the end of this article.

Thus care must be taken, when the presentation of a petition is in contemplation, as to what course of conduct is adopted towards the company, in case it be suggested that the petition was presented in order to exercise pressure on the company. Thus some distinction exists between this case and a case where a writ is contemplated; in this latter case there can be no objection to saying to the creditor that unless he pays by a certain time a writ will be issued, but a threat to present a petition for winding up may not be so unobjectionable. It must depend upon the circumstances of each case, but the creditor should act with some care.

The courts have gone to considerable lengths to protect companies from the abuse of winding-up petitions, thus, as will have been seen above, in the case of *A Company* [1894] 2 Ch. 349, the name of the company was there not made to appear; it is obvious that the mere mention of the name of a company in connexion with a winding-up petition might do it considerable harm. The court has also granted an injunction to restrain the presentation of a petition which was threatened, where the company was solvent, and the debt, upon which it was proposed to base the petition, was genuinely disputed: *Cercle Restaurant Castiglione Co.* v. *Lavery*, 18 Ch. D. 555.

In *Quartz Hill Consolidated Gold Mining Co.* v. *Eyre*, 11 Q.B.D. 674, it was held that an action would lie for falsely and maliciously, and without reasonable or probable cause, presenting a winding-up petition, and that in such an action it is unnecessary to prove any special damage, for the presentation of the petition is itself calculated to injure the company's credit.

(*To be continued.*)

A Conveyancer's Diary.

Powers of Sale of Personal Representatives of a Tenant for Life.

A correspondent who prefers to remain anonymous as "Quaero," writes to the Editor with reference to my articles on the powers of the personal representative of a tenant for life to sell the settled or *quondam* settled land. The writer refers in particular to the short summary which I made in my diary for the 11th April of the result at which I had arrived in the search for the powers in question.

Perhaps I may be allowed to repeat that summary here, so that I may deal with the point raised by "Quaero."

(1) A personal representative of a tenant for life has no general power of sale of the settled land.

(2) The duty of the personal representative is to vest the land by assent or conveyance in the tenant for life, statutory owner, trustees for sale, or others next entitled under the settlement.

(3) The personal representative has power to sell the land to pay duties payable on the death of the tenant for life, but he ought not to do so unless he finds that reasonable arrangements for payment of the duties are not made.

(4) If the personal representative does sell, a purchaser from him is not concerned to enquire whether he is selling properly.

Whilst "Quaero" sets out these conclusions of mine, he does not seem to have any question to raise, except with regard to (4), and I agree that in an endeavour to be brief I did not convey my entire meaning, although I think that I had made it plain in the course of my three articles on the subject.

"Quaero" does, however, bring out a point to which I did not specifically call attention, and which is, I think, a good and important one.

In order to make the point clear I must go back a little. I had in effect come to the conclusion that the only statutory power of sale which was conferred upon a personal representative of a tenant for life, in respect of the settled or *quondam* settled land, was that contained in s. 16 (2) of the L.P.A., 1925, which reads:—

> "For the purpose of raising the duty and costs of raising the same, the personal representative or other person accountable as aforesaid shall have all the powers which are by any statute conferred for raising duty."

As by s. 16 (1) the personal representative of a tenant for life is made accountable for the duty payable in respect of the settled land, it follows that he may raise the duty by sale or mortgage under s. 9 (5) of the Finance Act, 1894.

Now to turn to the statutory provision protecting a purchaser with which "Quaero" is particularly concerned. That is to be found in s. 17 of the Trustee Act, 1925, and in my view nowhere else.

> "No purchaser or mortgagor paying or advancing money on a sale or mortgage purporting to be made under any trust or power vested in trustees shall be concerned to see that such money is wanted or that no more than is wanted is raised or otherwise as to the application thereof."

The point which "Quaero" makes is that, if it is only under that section that a purchaser from a personal representative of a tenant for life is protected, then it is necessary that the conveyance should "purport" to be made in pursuance of the power conferred by s. 16 of the L.P.A., and s. 9 (5) of the Finance Act, 1894. His suggestion is that unless the conveyance states that it is made in pursuance of that power, a purchaser will not be protected because he would not be paying or advancing money on a sale or mortgage "purporting to be made" under the power so conferred.

I must say that I think "Quaero" is right, and it is a point which I certainly ought to have made. It seems to me that in every conveyance by the personal representative of a tenant for life it should appear either in the recitals or in the operative part (or in both places) that the conveyance is being made under the statutory powers. I do not think that it is necessary that the conveyance should state that it is being made for the purpose of raising death duties, although I do not see why it should not do so. It would, however, no doubt be sufficient if it were stated in general terms to be made under the statutory power vested in the personal representative. At the same time, acting for a purchaser, I should certainly state by a recital or in the operative part that the purchase money was required and the conveyance made for the purpose of raising death duties, and it would, I think, be difficult for the vendor to successfully object. Merely to be expressed to convey "as personal representative" would not be sufficient.

In the case of a mortgage I should always insist upon the specific purpose being stated.

Another point which "Quaero" raises is with reference to my diary for the 25th March, in which I discussed the necessity for personal representatives who were also trustees for sale assenting in their own favour.

In this connexion "Quaero" directs attention to Form No. 9 in the 5th Sched. to the L.P.A., and he thinks that because that form is made to apply not only to personal representatives assenting in favour of others, but also in favour of themselves, that is a reason for requiring such an assent in every case.

Another correspondent, Mr. Brocklehurst, whose letter was published in our issue of the 9th May, also deals with this question, but he puts it as a matter of convenience without

suggesting that any assent is strictly necessary in such cases.

I have only to say in reply to "Quaero" that I do not think that the mere fact that the form to which he refers is framed so as to be used for personal representatives assenting to themselves shows, or even suggests, that such an assent is necessary. The most that can be said, as it seems to me, is that such an assent may be given. There is no implication that it must be given.

With regard to Mr. Brocklehurst's letter, I may recall that I said in my diary of the 25th April that "As a matter of convenience it will generally be best for executors who are also trustees to execute an assent so as to show that their duties as personal representatives have come to an end."

I agree that if there is no assent the result must be that the will is brought on to the title, but after all there is not much inconvenience in that in most cases.

I think that both correspondents will probably agree that the absence of an assent is not an objection to the title. If trustees who were also executors have sold and conveyed as trustees a subsequent purchaser could not, if I am right, object on the ground that there had been no assent. I had recently to consider that point where a requisition had been made which stated that, as there was no assent, the conveyance by the trustees was inoperative to pass the legal estate, but the requisition was not pressed.

Another correspondent who writes to me direct, signing himself "A. T. L." (I do not know who he is), challenges the view expressed in my diary of the 4th April, that s. 2 (1) of the A.E.A. does not apply to settled land which devolves on the personal representative of a tenant for life.

"A. T. L." writes so courteously that I feel obliged to mention his letter. Perhaps he will allow me to say that it does not carry the matter any further to say that "Solicitors all over the country have acted on the assumption that s. 2 (1) applies." Probably he is in a better position than I to know about that, although I should have thought that he overstates his case. I must also point out that *Re Bridgett and Hayes' Contract* did not decide that the personal representative could sell under the power conferred by that sub-section.

I am afraid that my readers will think that they have had more than enough of this subject, but I felt bound to return to it having regard to the correspondence to which I have referred.

Landlord and Tenant Notebook.

Tenancy at Will.

The tenancy at will is known to law students as the lowest form of estate (unless the tenancy at sufferance can be called an estate); practitioners are apt to regard this relationship as being merely of academic interest. It is indeed rare that such a tenancy is expressly created by parties contemplating the legal consequences of the grant; nevertheless, law reports show that the tenancy at will does play its part in actual practice as well as in the text-books. A few decisions of recent times illustrate the importance of knowing something about its incidents.

When the Real Property Limitation Act, 1833, was passed, express provision was made altering the position of a tenant at will in respect of the acquisition of a "squatter's title." Previously, possession by a tenant at will, being permissive, never resulted in the extinction of the reversioner's title; but by s. 7 of the statute in question, it was provided that the right of a person entitled to land subject to a tenancy at will to bring an action for recovery should be deemed to have first accrued either at the determination of the tenancy or at the expiration of one year next after its commencement. This enactment provided the defendant in *Lynes* v. *Snaith* [1899] 1 Q.B. 486, with a freehold title. She had been allowed to occupy a cottage rent free since 1884, when she was let into possession by her father-in-law, who then owned it. It was claimed by his devisees after his death, and they relied on the fact that he had from time to time entered and effected repairs as an interruption; but as this was obviously done with the consent of the tenant, it was held that there had been no disturbance. And the joint effect of the statute and of the common law principle by which alienation terminates a tenancy at will was seen in *Jarman* v. *Hale* [1899] 1 Q.B. 994. The defendant was another fortunate person who had been allowed to occupy rent free; but the freehold had then been mortgaged by the plaintiff, his landlord, and this fact had been brought to the tenant's notice. The question then arose whether a new tenancy at will had been created by the plaintiff. In the county court the judge had held that, having mortgaged his interest by legal mortgage, he had no power to grant a fresh tenancy; but the Divisional Court held that this ruling was based on a faulty conception of the effect of the Conveyancing Act, and remitted the case for further findings.

In *Morgan* v. *William Harrison Ltd.* [1907] 2 Ch. 137, C.A., the words "tenants at will" had been actually used when the interest came into being, and the question at issue was as to its other terms. The defendants were a colliery company holding over after the expiration of a lease containing a general arbitration clause. Negotiations for a new lease had been started but not completed when the old term came to an end, and the lessors then wrote to the defendants asking them to consider themselves tenants at will until an arrangement could be carried out. While the negotiations were still proceeding a dispute arose on another matter; the plaintiffs, after determining the tenancy, issued a writ, and the defendants claimed that the matter was one for arbitration. It was argued on the plaintiffs' behalf that a tenancy at will could not possibly incorporate provisions for arbitration, but it was held by the Court of Appeal, reversing the decision of the court below, that there was no repugnancy, and that all the old terms in so far as consistent were to be read into the tenancy at will, just as they would have been if a yearly tenancy had been presumed.

It was suggested in the course of a partnership action (*Pocock* v. *Carter* [1912] 1 Ch. 663) that the inference to be drawn from the somewhat peculiar facts was that two partners were tenants at will to another, who held the lease of the premises on which the business was carried on. There was a proper deed of partnership, which declared that the lease was vested in the partner concerned, provided that the rent should be paid out of the partnership profits, but did not define the interests of the others. In the action, the lease not having been sold, the master, when issuing certificates, based his calculations on the proposition that there was a tenancy from year to year, commencing with the partnership, and it was subsequently argued that either this or a tenancy at will must be inferred: but it was held by the court that the true inference was that the interest of the two partners should continue as long as the partnership continued, for there was nothing to suggest an intention that the lessee should be able to give notice to quit to the others and turn them out while the joint business was being carried on.

COUNTY COURT CHANGES.

Important changes have been made in some of the county court circuits in consequence of the great increase of work. The courts in Circuit No. 45, which has previously consisted of Croydon, Wandsworth, Kingston, Guildford and Epsom, are now to be Kingston, Wandsworth and Croydon. Epsom and Guildford are being transferred to Circuit No. 48, which now includes Lambeth, Redhill, Guildford, Epsom, Horsham and Dorking. In future there will be two sittings of the Epsom County Court each month instead of the one a month previously; there will be no court during August. Judge Harington, who is the Judge for Circuit No. 45, will attend at the Epsom Court for the last time on 10th June.

Our County Court Letter.

DISTRIBUTION OF PARTNERSHIP ASSETS.

THE order of the above may depend upon the validity of a dissolution, as in the recent case of *In re Williams and Bowen*, at Birmingham County Court. The second debtor had been a sleeping partner in the first debtor's business, but, by reason of financial difficulties, a deed of dissolution was executed on the terms that the first debtor should take over all the assets and assume all the liabilities. About two hours later, the first debtor was adjudicated bankrupt on his own petition, but the second debtor remained hopeful that he personally would be able to discharge all the firm's liabilities. The latter were found to be much larger than anticipated, however, and the second debtor executed a deed of assignment ten days after the dissolution. The same trustee was appointed under the bankruptcy as under the deed of assignment, and the position was that the firm had assets £852 and liabilities £5,766 ; the first debtor had assets 10s. and personal creditors £317 ; the second debtor had assets £1,615 and personal creditors £550. The trustee therefore applied for directions as to (1) whether the dissolution was valid, (2) what were the priorities of the various classes of creditors against the available assets. The case for the firm's creditors was that the dissolution was valid, but that the ex-partners each remained liable for the firm's debts under the Partnership Act, 1890, s. 17 (2). The case for the personal creditors of the second debtor was that the dissolution was null and inoperative, and that the distribution should be in accordance with the Bankruptcy Act, 1914, s. 33 (6), viz., the joint estate was primarily liable for the firm's debts, and the separate estates were only liable to the extent of any surplus remaining after payment of the separate creditors. His Honour Deputy Judge Dawson Sadler observed that there was no allegation of fraud, and he held the dissolution valid, and directed that the firm's creditors should rank equally with the personal creditors against the separate estates.

This decision followed *In re Bumpus* [1908] 2 K.B. 330, in which a debtor presented his own petition at 12.50 p.m. and consented to a receiving order and immediate adjudication. The landlord had distrained for rent shortly beforehand, but the trustee contended that (*a*) the bankruptcy operated from the earliest moment of the day, (*b*) the landlord, having thus distrained after the commencement of the bankruptcy, was limited to six months' rent accrued due prior to the date of adjudication. It was held, however, by Lord Mersey (then Mr. Justice Bigham) that the bankruptcy commenced at the moment of presentation of the petition, notwithstanding that the order of adjudication (being a judicial act) would ordinarily have operated from the earliest minute of the same day.

The remedies of the creditors, in the absence of a joint estate, had previously been considered in *In re Budgett* [1894] 2 Ch. 557, in reference to the then equivalent of s. 33 (6), *supra*. The trustee contended that a creditor of the old firm (which had no joint estate) could not compete with the separate creditors under a deed of assignment, which had been executed by the individual members of the new firm. Mr. Justice Chitty held, however, that the creditor (for the purposes of a joint debt) was entitled to rank for dividend in competition with the separate creditors of each of two partners, who had also been members of the old firm.

Practice Notes.

HOTEL GARAGE ACCOMMODATION.

(*Continued from* 75 SOL. J. 186.)

II.

IN *Price* v. *Jones and Another*, recently heard at Hay County Court, the claim was for £25 (damage to car) and £15 (travelling expenses), by reason of injury to the plaintiff's car while in the garage of the first defendant's hotel. The plaintiff's case was that, having arranged to pay one shilling for the accommodation on mart and market days, he had left his car in the garage at 8.15 a.m., but on his return at 6 p.m. he found it in a different position, with the engine warm. The second defendant explained that he had only run the car out and in again, but the plaintiff later found that the dynamo had been knocked off, and there was a hole in the oil tank, but the absence of oil underneath showed that the accident had happened elsewhere. The expert evidence was that the damage was due to over-acceleration, and failure to handle the car with ordinary care. A submission was made that there was no case to answer (as the defendants were not liable for wilful damage of which there was no evidence), but this was overruled. The second defendant stated that, in order to take some manure through the garage into the garden, he had had to move the plaintiff's car, but the engine would not run, and, having allowed the car to free wheel down to the yard door, he and his sister had pushed it back. The first defendant's evidence was that he had made no arrangement about the garage with the plaintiff, who had taken advantage of his generosity. Corroborative evidence was called by each party, and His Honour Judge Roope Reeve, K.C., having referred to the perjury in the case, gave judgment for the defendants, with costs.

SEEDSMEN'S RIGHTS AND LIABILITIES.

The above subject has been considered in two recent cases.

(*a*) *Responsibility for low crop yields.*

In *Hockenhull* v. *Weaver*, at Market Drayton County Court, the claim was for £9 16s. as the price of clover seeds supplied, and there was a counter-claim of £24 in respect of the loss of 8 acres of clover at £3 per acre. The defendant's case was that he bought the seed in two lots (both of which he sowed himself) but the first lot did not come up and the second only yielded a poor crop, so that the land was ploughed up and sowed with beet. The plaintiff contended that the seeds were not only in accordance with the analysis required by the Ministry of Agriculture, but were in splendid condition, and the failure of the crop was due to the weather or poor ground. A deputation from the National Farmers Union had inspected the crop, and one of the members stated that (although there was a weak growth) it was considered that the defendant had left the matter too long for the Union to take up the case. His Honour Judge Ruegg, K.C., considered that the defendant had had a very unsatisfactory crop, but he had left the matter too long, and judgment was therefore given for the plaintiff with costs, the counter-claim being dismissed.

(*b*) *Repudiation of instalment contracts.*

The buyer's right to adopt the above course (by reason of one defective delivery) was held not to have arisen in the recent case of *Verdegaal and Sons* v. *Lloyd*, at Oswestry County Court, in which the claim was for £24 17s. 3d. as liquidated damages. The defendant had given the plaintiffs an order for Dutch bulbs to the value of £124 6s. 3d. in March, 1930, but he was disappointed with a hundred lily bulbs (of which only half-a-dozen flowered) and in July, 1930, he purported to cancel the remainder of the order and refused to accept further deliveries. His Honour Deputy Judge Williams held that a defect in one instalment did not entitle the defendant to repudiate the balance of the contract, and judgment was therefore given for the plaintiffs, with costs. It is to be noted that the Sale of Goods Act, 1893, s. 31 (2), provides that it is a question in each case whether the breach is a repudiation of the whole contract, or a severable breach giving rise to a claim for compensation, but not to treat the whole contract as repudiated.

This section was considered in *Jackson* v. *Rotax Motor and Cycle Company* [1910] 2 K.B. 937 (in which it was held that acceptance of the first did not preclude rejection of the

later instalments) and also in *Ballantine* v. *Cramp and Bosman* (1923), 129 L.T. 502, in which the buyer was held entitled to reject the first instalment, although he duly accepted the second. The converse situation arose in *Payzu Limited* v. *Saunders* [1919] 2 K.B. 581, where it was held that the vendor was not entitled to repudiate, merely on the buyer's failure to make punctual payment for the first instalment.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

On the 10th June, 1697, Sir Francis Pemberton died, having twice accomplished the unusual feat of retiring from the Bench to the Bar. His first judicial experience, as a justice of the King's Bench, was cut short when it was found that he was not partial enough in the "Popish Plot" trials. Thereafter, he practised at the Bar until, in anticipation of the trial of Edward FitzHarris, he was called upon to preside as Chief Justice of the King's Bench. He kept his seat until 1683, when he was displaced lest in the proceedings on *quo warranto* against the City of London, he might not take the line desired by the authorities. For the sake of appearances, he was sent to preside as Chief Justice in the Court of Common Pleas, but, very soon after, lost that office also, owing to his lack of zeal in conducting the trial of Lord Russell. On his return to the Bar, his reputation assured him a very profitable practice. He secured a great triumph in leading the defence of the Seven Bishops. He was a profound lawyer, a generous and charitable man and, for the age in which he lived, a tolerably honest judge.

BAD VERSE OR BLACK MAGIC ?

The conviction at the Cambridge Assizes of a grocer for having disparaged a neighbouring milkman in libellous doggerel will recall to all who have not forgotten their Roman law that, by the Twelve Tables, the author of a "*malum carmen*" incurred the death penalty, and some will agree with Horace that if the verses *were* bad it was quite proper. It has, however, been suggested that the "*mala carmina*" of ancient law were not scurrilous rhymes at all but magical incantations—a much more sinister production.

LOCOMOTION AT LAW.

When counsel recently asked a witness at the Old Bailey whether a certain individual was a man of means, the reply was, "Yes, I think so; he runs a Rolls Royce." This answer might almost become historical as an up-to-date equivalent of that famous phrase, "a gentleman because he keeps a gig," which arose out of the trial of Thurtell and Hunt in 1824. Though it was supposed to have been said during the case no such remark occurs in any of the records of the evidence given. The true origin of the expression, which became a literary by-word, was probably a passage in the "Morning Chronicle," which in describing one Probert, who was implicated in the crime, said that "he always maintained an appearance of respectability and kept a gig." Actually, one of the curious features of the case was that all the most disreputable characters concerned seem to have spent the greater part of their time driving about the countryside in gigs. By a final stroke of irony, when, in accordance with his sentence, Thurtell's corpse was taken to St. Bartholomew's Hospital for dissection, it was in a gig that it was conveyed thither.

THE CELLAR IN DANGER.

A butler was recently bound over for having emptied a large number of bottles stored in his master's cellar, substituting water for the valuable contents. In more convivial days, such offences used to take on an aspect of greater enormity in the eyes of the authorities; witness Lord Kenyon's famous denunciation of a butler who had been convicted before him on a somewhat similar charge. "Prisoner at the bar," he said, "you stand convicted of a crime of inexpressible atrocity—a crime that defiles the sacred springs of domestic confidence, and is calculated to strike alarm into the breast of every Englishman who invests largely in the choicer vintages of Southern Europe . . . Fortunate in having a generous employer, but blind to your own real interest, you burst through all the restraints of religion and morality, and have for many years been feathering your nest with your master's bottles." It is only fair to the learned judge to add that there exists a rather modified version of the incident, in which silver spoons replace the bottles.

Books Received.

The English Law relating to Aliens. WILLIAM EVAN DAVIES LL.B. (Honours), A.L.A.A. Demy 8vo. pp. xl and 308. 1931. London: Stevens & Sons, Ltd. 10s. net.

The Law of Rent Charges (Commonly called Chief Rents) mainly from a Conveyancing Standpoint. J. M. EASTON, Barrister-at-Law. Second edition. By H. COPINGER EASTON, Barrister-at-Law. 1931. Demy 8vo. pp. xxii and (with Index) 155. London: Sweet & Maxwell, Ltd. 15s. net.

The Carnegie Foundation for the Advancement of Teaching. Annual Review of Legal Education. 1930.

The Law relating to Trade Combinations. A. L. HASLAM, B.C.L., D.Phil. (Oxon), LL.M. (N.Z.). With a Foreword by W. T. S. STALLYBRASS, D.C.L., University Reader in Criminal Law and Evidence. 1931. Demy 8vo. pp. (with Index) 215. London: George Allen & Unwin, Ltd. 10s. net.

The Bulletin of the University of Minnesota. Five Addresses delivered to Judges and Lawyers of Minnesota at Duluth on 8th and 9th July, 1930, at a Conference on Judicial Administration. Vol. XXXIV. No. 17. 5th March, 1931.

A Treatise on the Law of Income Tax designed for the use of the Taxpayer and his Advisers; with the Income Tax Acts appended. Fifth Edition. By E. M. KONSTAM, K.C. Royal 8vo. pp. lxxvi and (with Index) 695. London: Stevens and Sons, Ltd.; Sweet & Maxwell, Ltd. £2 2s. net.

The Bombay Law Journal. April, 1931. Vol. VIII. No. II. The Union Press, 413, Kalbadeir Road, Bombay (2). Rs. 2.

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The News Sheet of The Bribery and Secret Commissions Prevention League Incorporated. No. 180. April, 1931. London: 22, Buckingham-gate, S.W.1.

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The Law relating to Advertising. E. LING-MALLINSON, B.Sc. (Lille), Barrister-at-Law. 1931. Crown 8vo. pp. xxviii and (with Index) 206. London: Sir Isaac Pitman & Sons, Ltd. 7s. 6d.

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POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Title to Arrears of Rent.

Q. 2219. In September, 1930, A purchased from B a dwelling-house occupied by C, who was £4 0s. 6d. in arrears of rent. A paid off the arrears of rent to B, thus transferring the debt to himself. Immediately after purchase, A informs C that he wants possession of the house for himself and family as the accommodation at his present house is not suitable, there being only two bedrooms, while there are three at the house in question. C does not make any effort to move. In October, 1930, A receives notice to quit from *his* landlord; thereupon A sends C notice to quit on 6th January, 1931, expiring on 19th January, 1931. C refused to leave; therefore a summons to recover possession is issued under s. 4 of the Rent Restriction Act, 1923, on the following grounds:—

(1) Rent in arrears.

(2) House required for own occupation.

Upon the summons being heard, the magistrates decided that in their opinion as A was not the owner when C *incurred* the arrears of rent he cannot recover possession on that ground. Were the magistrates correct in their decision?

A. A fallacy is implied in the words of the question "thus transferring the debt to himself." This is not the legal effect of A's payment, as (1) the purported assignment of the debt from B to A was invalid in the absence of notice to C; (2) although A was a stranger to the transaction, his payment could be adopted by C as account and satisfaction as between himself and B, so that no arrears of rent were in fact outstanding from the time of the ratification of the payment by C. See *Walter* v. *James* (1871), L.R. 6 Ex. 124. It was a question of fact for the magistrates whether C did ratify the payment, but their decision was correct on the alternative ground, viz., that there was no valid assignment of the arrears. They were also correct on the further point that arrears of rent are no part of the reversion, as held in *Sharp* v. *Key* (1841), 8 M. & W. 379, so that A (although assignee of the reversion) was not entitled to rely on arrears of rent as a ground for possession.

Landlord and Tenant—Right of Way—Whether Licence to Assign Required.

Q. 2220. A (a builder) is the owner of leasehold land held under a lease recently granted by a municipal corporation for ninety-nine years originally granted to his predecessor in title, from whom he took an assignment. A has developed the land and there are now four shops and four dwelling-houses thereon. In the case of each of the four shops and one of the houses it is proposed to give each purchaser the benefit of a right of way for the purpose of gaining access to the rear of the buildings for the remainder of the term created by the lease. The lease contains a covenant against assigning or underletting without the licence of the corporation, but does not specifically preclude the grant of easements. A licence to assign in respect of each property will be obtained before the completion of each sale. With regard to the right of way, the licence to assign is apparently inapplicable and A is anxious to avoid anything that might be construed to be a breach of covenant. The plans of the buildings (showing the right of way) have been passed by the corporation in its capacities both as local authority and lessors.

(*a*) Can A, in the assignments, grant a right of way for the remainder of the term?

(*b*) If so, is it necessary to obtain the lessors' consent or licence?

(*c*) Assuming the lessors' consent is essential would it be sufficient for the corporation in the licence to assign to consent to A granting the right of way leaving A to actually grant the right in the assignment?

It is desired to have any consent which may have to be given embodied in the licence to assign, as if given in a separate document there will be additional costs and, being under the corporation's seal, further stamp duty.

A. A can, subject to the necessary consent, grant any easement. It is considered that a grant of an easement which passes an estate as opposed to a mere licence to use, is a breach of a covenant not to assign any part of the property, and that, although under the circumstances mentioned, the corporation would probably be estopped from taking the point, the right of way should be mentioned in each licence. Very general words may be used such as "Together with a right of way from rear of property to, etc." No stamp is required on consent.

Statutory Tenant's Service Occupancy.

Q. 2221. A dwelling-house covered by the Rent Restriction Acts was let on a yearly tenancy, under a written agreement, dated February, 1891, to H, a coal merchant, at a yearly rental of £28. The tenant agreed not to assign or underlet without the consent of the landlord. The tenant entered into partnership as H. & Son, and this firm have for years used the front sitting-room as an office for taking orders and the rest of the house as a residence for their manager. It is not known whether the manager occupies the premises under a service agreement. The tenancy has been duly terminated by notice to quit, but the tenants, the firm of coal merchants, claim that they are protected under the Rent Restriction Act. Can the firm be ejected from the office they occupy and the landlord take the rent from the occupier who, it is presumed, really claims the protection of the Act?

A. The above facts do not disclose any breach of the agreement not to assign or underlet, so as to entitle the landlord to possession under the Increase of Rent, etc. Act, 1920, s. 5 (*a*) or (*h*). A statutory tenant was held not to have lost the protection of the Acts (in a case where he occupied the lower floors as business premises, and permitted some relatives to occupy the upper floors rent free) in *Kreitman* v. *Vidofsky* (1927), 43 T.L.R. 335. On the other hand, an abandonment of personal residence in favour of relatives was held to have excluded the house from the operation of the Rent Acts in *Skinner* v. *Geary* [1931] W.N. 125. The precise point in the present case (viz., whether a statutory tenant can continue in "possession" through the service occupancy of an employee) has not been considered, but the test appears to be whether the tenant is making a profit from the arrangement, as appears from the judgment of the Court of Appeal in *Haskins* v. *Lewis* (1931), 47 T.L.R. 195. The firm can, in any case, be ejected from the office, in accordance with *Gidden* v. *Mills* [1925] 2 K.B. 713, and the opinion is given that the other facts are governed by *Skinner* v. *Geary* (*supra*), as the firm are saving the expense of a separate house for their manager. Possession could therefore be recovered of the whole house, although the landlords are apparently content to leave the occupier in possession and obtain their rent from him—possibly at an increased figure.

Notes of Cases.

High Court—Chancery Division.

Hearts of Oak Assurance Co., Ltd. *v.* Attorney-General.

Luxmoore, J. 14th April and 4th May.

INDUSTRIAL ASSURANCE ACT, 1923—APPOINTMENT OF INSPECTOR OF COMPANY'S AFFAIRS—PUBLIC OR PRIVATE EXAMINATION—NOT EXPRESSED BY STATUTE.

The plaintiff company sought a declaration that an inspector, appointed by the Industrial Assurance Commissioner under s. 17 (1) of the Industrial Assurance Act, 1923, to examine and report on the affairs of the plaintiff company was neither bound nor entitled to conduct the examination in public nor entitled to make public the information obtained during the examination.

LUXMOORE, J., in giving judgment, said that on the 7th December, 1929, the Industrial Assurance Commissioner appointed Mr. John Fox to examine into the affairs of the plaintiff company, there being reasonable ground for believing that offences under the Friendly Societies Act, 1896, and the Industrial Assurance Act, 1923, had been committed. The declaration sought was in general terms wholly independent of particular facts or of the conduct of a particular inspector. The question did not depend on whether the inspection was a judicial or a quasi-judicial proceeding, but on the provisions of the statute under which the inspection was to be held. The court could not determine how a tribunal constituted by a statute for a particular purpose should exercise its powers, save in so far as it involved construction of the Act. If the Act was silent on this point the court could not assume. His lordship read s. 17 (1) (2) and (3), s. 43 and s. 45 (2) of the Act of 1923 and s. 76 (5) of the Friendly Societies Act, 1896. Nothing in these sections provided by necessary implication that an inspection held under s. 17 should be either public or private. Section 43 provided that the Commissioner might, subject to the approval of the Treasury, make regulations for prescribing anything which under the Act was to be prescribed and for imposing fees, and generally for carrying the Act into effect. The Legislature had, by necessary implication, conferred on the Commissioner a discretion as to the manner in which the inspection was to be conducted. He had made no rules as to the conduct of inspections, and in the absence thereof could exercise his discretion with regard to any particular inspection.

COUNSEL: *Sir John Simon; J. H. Stamp; Blanco White; The Attorney-General* (Sir William Jowitt, K.C.); *Stafford Crossman.*

SOLICITORS: *Kingsley, Wood, Williams & Co.; The Treasury Solicitor.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Owners of ss. Panagos Lyras *v.* Joint Danube and Black Sea Shipping Agencies of Braila.

Roche, J. 6th May.

SHIPPING—CHARTER-PARTY—DISPATCH MONEY—MEANING OF "WORKING HOLIDAY."

Award in the form of a special case.

By a charter-party dated the 7th April, 1930, in the Dancon form, a Greek steamer, the "Panagos Lyras," was chartered by her owners to the Joint Danube and Black Sea Shipping Agencies of Braila to go to the Danube to load a cargo of grain. The charter-party provided, *inter alia*, "(4) The cargo shall be loaded at the average rate of 400 units per running day (Sundays and non-working holidays excepted) . . . (26) For all time saved in loading the steamer to pay £15 per day dispatch money or *pro rata* for any part of a day saved including Sundays and holidays saved." The steamer loaded at Galatz and at Braila. She arrived at Galatz on the Thursday before Good Friday, 1930, and gave the customary notice of readiness to load. The time allowed for loading was thirteen days, Sundays and non-working holidays excepted. The charterers, in subsequently settling accounts with the owners, deducted £75, for five days at £15 a day, as dispatch money. The owners disputed that deduction, and the matter was referred to arbitration. The charterers contended that Good Friday, Saturday, Easter Sunday, Monday, and Tuesday were all non-working holidays; also that the Wednesday being in that year St. George's Day, and 1st May being Labour Day, and 10th May being Independence Day, were non-working holidays. The owners contended that Good Friday, Saturday and Easter Tuesday although holidays, were not "non-working" holidays and must be counted as lay days. The question left by the umpire for the decision of the court was whether days which were recognised as public holidays at the port of loading but on which steamers could be loaded either by payment or without payment of extra wages to labourers were or were not non-working holidays within the meaning of the charter-party.

ROCHE, J., held that a working holiday was one on which loading might be performed without substantial extra payment either to the labourers working on the ship or to the men employed in the warehouses who passed the grain down to the steamer. With that intimation as to the meaning of the phrase the case would go back to the umpire, and if the parties required it he must recast his award.

COUNSEL: *Holman*, for the shipowners; *Sir Robert Aske*, for the charterers.

SOLICITORS: *Holman, Fenwick & Willan; W. & W. Stocken.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

American Assets in Deceased Estates

Solicitors, Executors and Trustees may obtain necessary forms and full information regarding requirements on applying to:

Guaranty Executor and Trustee Company Limited

Subsidiary of the Guaranty Trust Company of New York

32 Lombard Street E.C.3

Correspondence.

Mortgages of Reversions—Incidence of Estate Duty.

Sir,—I have read with great interest the article in this week's issue of your paper under "A Conveyancer's Diary."

It is indeed a startling proposition that, in the absence of words to the contrary, a mortgagee of a reversion is liable to pay estate duty on the death of the life tenant. Such a thing is not in the minds of any mortgagees or their solicitors, and I have referred to several precedent books to see if there is any covenant in the mortgages given there for payment of the duty by the mortgagor. There is not, and I do not believe one is called for.

I do not think that s. 14 (1) of the F.A., 1894, was intended to apply to a mortgage, but to appointed parts of a trust fund, and annuities and so forth charged on trust funds.

If it does indeed apply to an ordinary mortgage, then I submit that the mortgagor is clearly bound to recoup his mortgagee, even in the absence of words in the mortgage, any duty which the mortgagee has to pay. The payment of duty would, looked at in one light, amount to one for preserving the security.

The learned author of the article says that the provision in the various Finance Acts protecting a mortgagee from increases in the rates of duty "recognises that some duty may fall upon the mortgagee." Yes, but I think the protection is only intended to apply in cases where the mortgagee is compelled to pay the duty himself because the mortgagor cannot and the security is insufficient to meet the debt and also the higher rate of duty.

And does the learned author of the article know that where a reversioner has sold a slice of his reversion (not the whole of it) the Inland Revenue claim that he is liable on the life-tenant's death to the duty on the *whole* fund, and they refuse to regard the purchaser of the slice at all?

The result is that when the rate of duty has been raised since the sale, the vendor, unhappy man, has to pay the higher rate of duty on the whole, and neither he nor his purchaser are allowed the benefit given to purchasers of the protection in the Acts against raising of the rate of duty.

I have recently dealt with a flagrant case of this kind. I obtained the opinion of Counsel (the learned author of "Hansen") who confirmed my view that the Revenue were wrong, and I lodged formal notice of appeal against the assessment, but as the officials were absolutely adamant, and my client knew that they would take him to the Court of Appeal and the House of Lords, he abandoned his appeal on the ground of expense.

There is no space to deal with the point at more length here, but the cases cited on either side are set out on p. 76 of my "Handbook on the death duties" (2nd ed.).

A purchased slice of a reversion is surely a charge on the whole reversion, and consequently s. 14 (1), F.A., 1894, would seem to make the purchaser liable for the duty on the slice, and it follows that he is entitled to pay at the lower rate in force at the time of making his purchase.

H. Arnold Woolley.

Wembley and London.
23rd May.

[We are obliged to our correspondent for his letter, which we have passed on to the author of "A Conveyancer's Diary."—Ed. *Sol.J.*]

Obituary.

Mr. R. A. FLETCHER.

Mr. Richard Ashton Fletcher, Solicitor, Southport, died on Thursday, 14th May, at his residence at "Ingleside," Park Avenue, Southport, and was buried on Monday, the 18th, at Birkdale Cemetery. Mr. Fletcher, who had practised as a solicitor in Southport for upwards of forty years, was a member of the local Law Society and was to have been President next year. He was at one time a prominent Freemason and was a founder and Past-Master of the Rose of Lancaster Lodge as well as being a member of the Victoria Lodge, Southport.

Legal Notes and News.

Birthday Legal Honours.

PRIVY COUNCILLOR.

Sir William Allen Jowitt, K.C., M.P., Attorney-General since 1929.

BARONETCY.

Sir Thomas Jaffrey, LL.D., Lord Rector's Assessor of Aberdeen University Court since 1924.

KNIGHTHOODS.

Alfred Baker, Esq., J.P., Solicitor to the National Labour Party, the London Labour Party and the Miners' Federation of Great Britain.

His Honour Judge Ralph Bertie Peter Cator, Vice-President of the International Mixed Court of Appeal in Egypt.

His Honour Judge Thomas Mordaunt Snagge, Judge of County Courts.

John Stewart Stewart-Wallace, Esq., C.B., Chief Land Registrar, H.M. Land Registry.

Mr. Justice William Carr, I.C.S., Puisne Judge of the High Court of Judicature at Rangoon, Burma.

Mr. Justice Govind Dinanath Madgaonkar, I.C.S., lately Puisne Judge of the High Court of Judicature at Bombay.

Mr. Justice Edward Hamilton Wallace, I.C.S., Puisne Judge of the High Court of Judicature at Madras.

Nripendra Nath Sircar, Esq., Barrister-at-Law, Advocate-General, Bengal.

Thomas Everard Tichborne Upton, Esq., Solicitor to the Government of India.

Charles Frederick Belcher, Esq., O.B.E., Chief Justice of Trinidad and Tobago.

Donald Kingdon, Esq., Chief Justice of Nigeria.

ORDER OF THE BATH.
C.B.

The Hon. Hugh John Godley, M.A., K.C., Counsel to the Chairmen of Committees, House of Lords.

William George Brookfield Ritchie, Esq., Legal Adviser, Board of Education.

ORDER OF ST. MICHAEL AND ST. GEORGE.
C.M.G.

Arthur Charles Carrara, Esq., K.C., formerly Unofficial Member of the Executive Council, Gibraltar.

William Eric Beckett, Esq., Second Legal Adviser to the Foreign Office.

The Hon. Tasman Shield, LL.B., member of the Legislative Council, State of Tasmania.

ORDER OF THE INDIAN EMPIRE.

Rai Bahadur Prabhat Chandra Bose, Pleader, Jubbulpore, Central Provinces.

Muhammad Yamin Khan, Esq., Barrister-at-Law, United Provinces.

Charu Chandra Biswas, Esq., M.L.A., Vakil, High Court, Calcutta, Bengal.

ORDER OF THE BRITISH EMPIRE.
C.B.E.

Arthur Sinclair Lupton, Esq., Assistant Secretary, Board of Customs and Excise.

George Digby Pepys, Esq., M.A., Senior Official Receiver, Companies (Winding Up) Department, Board of Trade.

Horace Hamilton Hunter, Esq., LL.D., Unofficial Member of the Legislative Council of the Uganda Protectorate.

Basil Demetrius Sertsios, Esq., Puisne Judge, Supreme Court, Cyprus.

Walter Palmer Cobbett, Esq., Solicitor, Manchester.

O.B.E.

Alexander Currie Piers, Esq., Chief Clerk, Legal Division, Ministry of Health.

IMPERIAL SERVICE ORDER.

Companion.

ALEXANDER RAE, Esq., Senior Depute Clerk, High Court of Justiciary, Edinburgh.

KENNETH CYRIL WOODWARD BROWN, Esq., Senior Judgment Writer and Secretary to the Chief Justice of the High Court of Judicature at Patna, Bihar and Orissa.

FRANK VARDON, Esq., lately Registrar, Divisional Court, Sekondi, Gold Coast.

JAMES ROGERS WRIGHT, Esq., Master and Registrar of the Supreme Court, Sierra Leone.

Appointments.

Mr. REGINALD W. BELL, LL.M., Senior Assistant Solicitor in the office of the Clerk to the Warwickshire County Council (Mr. L. Edgar Stephens, M.A., LL.B.) has been appointed Assistant Parliamentary Officer to the London County Council.

Mr. H. G. PETERS, LL.B., Assistant Solicitor and Deputy Clerk of the Peace of the Warwickshire County Council, has been appointed Clerk to the Ilkley Urban District Council.

Mr. W. T. BEER, Senior Assistant Solicitor in the Department of the Clerk to the Shropshire County Council, has been appointed Deputy Town Clerk of the Metropolitan Borough of Fulham.

The Lord Chancellor has appointed Mr. MAURICE GORDON WILLMOTT, M.C., to be a Master of the Supreme Court of Judicature in the place of Master Keen, who has resigned his position.

The Right Hon. Sir HERBERT NIELD, P.C., K.C., M.P., J.P., D.L., Recorder of York and Deputy Chairman of the Middlesex Justices, has been elected Master of the Guild of Freemen.

The King has been pleased to approve the re-appointment of Sir HENRY EDWARD POLLOCK, K.C., to be an Unofficial Member of the Executive Council of the Colony of Hong Kong.

Mr. RICHARD ARTHUR GODMAN, solicitor, has been appointed Coroner for the Watford District of Hertfordshire in succession to the late Mr. J. K. Riggall.

Wills and Bequests.

The Rev. Walter Chamberlayne Ingles Chamberlayne, M.A., of Bournemouth, a barrister-at-law of the Middle Temple, and Vicar of Shorwell, Isle of Wight, 1904-11, left £2,529, with net personalty £2,494.

The Hon. Charles L. Odiham Sclater-Booth, barrister-at-law, left unsettled estate of the gross value of £45,862, with net personalty £40,041.

Mr. David Moses Seline, solicitor, Swansea, left estate of the net gross value of £4,772. Mr. Seline was for 35 years Secretary of the Swansea and Neath Law Society.

Mr. Pemberton E. J. Talbot, solicitor, Andover, left estate of the gross value of £9,834, with net personalty £7,883.

Mr. Thomas Frederick Farrell, solicitor, Hull (a member of the firm of Rollitt & Farrell (at one time in partnership with the late Sir Albert Rollitt), left estate of the gross value of £14,209, with net personalty £13,922. Mr. Farrell was for over 40 years Registrar of Hull County Court.

Mr. Thomas Read Quarrell, of Droitwich, and of Worcester, solicitor, who died on 7th January, left estate of the gross value of £68,682, with net personalty £54,360.

Mr. Rhodes Kennedy Calvert, of Headingley, Leeds, head of Calvert and Son, solicitors, died on 21st December, leaving property of the gross value of £15,886, with net personalty £13,991.

TRINITY LAW SITTINGS.

The Trinity sittings were commenced at the Law Courts on Tuesday, with a total of appeals and causes set down of 2,281, compared with 1,803 at the corresponding sittings last year.

Of the thirty-two judges twenty were sitting, six in the Court of Appeal, five in the Chancery Division, six in the King's Bench Division (one in Chambers), and three in the Probate and Divorce Division.

The remaining eleven King's Bench judges are on circuit, and Mr. Justice Clauson, of the Chancery Division, is still away ill.

THE WILLS AND INTESTACIES (FAMILY MAINTENANCE) BILL.

In giving evidence before the Joint Parliamentary Committee, which is inquiring into the Wills and Intestacies (Family Maintenance) Bill recently, Sir Oswald Simpkin, the Public Trustee, said that the Bill was unnecessary and inexpedient. The cases in which a testator failed to make some reasonable provision for his family were so rare as to be virtually negligible. The Bill would create more mischief than it would cure, and would tend to encourage divorce and separation.

He thought that the Bill would encourage matrimonial adventurers of both sexes. The adventurer with a vested right of succession might be tempted to accelerate the succession. The expense of administering estates would be much increased, and he was frankly horrified at the possible complications. The Bill would be a gold mine to the legal profession. The responsibility on the Public Trustee would be colossal and he was not prepared to pledge the office to undertake it. It would involve setting up offices and large staffs all over the country. He felt that a wife or children who were left without means should have the right to apply to a court for an order for maintenance out of the estate. That was the old Roman system.

NORTHERN IRELAND COURT OF CRIMINAL APPEAL.

The first case to be heard in the recently constituted Court of Criminal Appeal for Northern Ireland was determined on Tuesday last, when the appeal of William Noble against a sentence of three years' penal servitude for burglary passed on him at the Ballymena Quarter Sessions was dismissed.

A LAW LORD ON DIVORCE.

Lord Salvesen, the Scottish Law Lord, urging the need for divorce law reform at a recent meeting of the Eugenics Society in London, said that while he accepted the view that infidelity was a valid ground for the dissolution of a marriage, it did not appear to him to be necessarily the only, or, in many cases, the most cogent, reason for divorce. There was in the degrees of infidelity the same distinction as between weakness and wickedness. The theological opposition to divorce reform was founded on the alleged sacramental character of marriage, which was not shared by the majority of the lay population belonging to the Church of England, nor by the large body who constituted the remainder of the Protestant population. The Anglo-Catholic clergy of the Church of England relied on the authority of the words of our Lord: "Whom God hath joined let no man put asunder." It was not consistent with his (Lord Salvesen's) conception of the Deity that He was responsible for every ill-assorted marriage.

LAWYERS FOR LAW JOBS.

"Can I appear for him?" a man at Westminster County Court asked when another man went into the defendant's box recently. Judge Turner: "No, you cannot, if you are not a solicitor. I will look after him. I see that trade union officials claim that they should be allowed to represent workmen in compensation cases. What is sauce for the goose is sauce for the gander. They would not let people go into their jobs. Attorneys don't go and interfere in their trades."

WHY HE STOPPED THE TRAIN.

A passenger on the Metropolitan Railway who pulled the communication cord and stopped a train in the tunnel between Baker-street and St. John's Wood, because he objected to another passenger smoking in a non-smoking compartment, was fined 8s. with two guineas costs, at Marylebone Police Court.

TOWN PLANNING OF GREATER LONDON.

With a view of furthering ordered and systematic development on town planning lines in the neighbourhood of London, the Government have appointed Dr. Raymond Unwin, F.R.I.B.A., to undertake a survey of the Lea Valley, and to report on the lines on which development might proceed in that area.

SMOKING IN THE LAW COURTS.

Owing to the growing licence taken by smokers at the Law Courts it has been found necessary to affix notices forbidding the practice in places where smoking is prohibited. Lawyers are said to be offenders equally with laymen.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT NO. I.	GROUP I. Mr. JUSTICE EVE. Witness. Part II.	Mr. JUSTICE MAUGHAM. Witness. Part I.
M'nd'y June 8	Mr. Jolly	Mr. More	Mr.*Hicks Beach	Mr. More
Tuesday .. 9	Hicks Beach	Ritchie	*Andrews	*Hicks Beach
Wednesday. 10	Blaker	Andrews	*More	Andrews
Thursday . 11	More	Jolly	Hicks Beach	*More
Friday 12	Ritchie	Hicks Beach	*Andrews	Hicks Beach
Saturday .. 13	Andrews	Blaker	More	Andrews

DATE.	GROUP I. Mr. JUSTICE BENNETT. Non-Witness.	Mr. JUSTICE CLAUSON. Witness. Part I.	GROUP II. Mr. JUSTICE LUXMOORE. Non-Witness.	Mr. JUSTICE FARWELL. Witness. Part II
M'nd'y June 8	Mr. Andrews	Mr.*Jolly	Mr. Blaker	Mr.*Ritchie
Tuesday .. 9	More	Ritchie	Jolly	*Blaker
Wednesday 10	Hicks Beach	*Blaker	Ritchie	*Jolly
Thursday . 11	Andrews	Jolly	Blaker	Ritchie
Friday 12	More	*Ritchie	Jolly	Blaker
Saturday .. 13	Hicks Beach	Blaker	Ritchie	Jolly

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

TRINITY SITTINGS, 1931.

COURT OF APPEAL.

IN APPEAL COURT NO. I.

Tuesday, 2nd June—Exparte Applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and, if necessary, Chancery Final Appeals. Chancery Final Appeals will be continued until further notice.

IN APPEAL COURT NO. II.

Tuesday, 2nd June—Exparte Applications, Original Motions, Interlocutory Appeals from the King's Bench Division, and, if necessary, King's Bench Final Appeals.
King's Bench Final Appeals will be continued until further notice.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

Group I.—In Causes and Matters assigned to Mr. Justice EVE, Mr. Justice MAUGHAM and Mr. Justice BENNETT.

Before Mr. Justice EVE.

(The Witness List. Part II.)

Mr. Justice EVE will sit daily for the disposal of the List of longer Witness Actions.

Before Mr. Justice MAUGHAM.

(The Witness List. Part I.)

Actions, the trial of which, cannot reasonably be expected to exceed 10 hours.)

Mondays ...Companies (Winding up) Business.
Tuesdays ... | Wednesdays | Thursdays .. | Fridays .... } The Witness List. Part I.

Before Mr. Justice BENNETT.

(The Non-Witness List.)

Mondays ...Chamber Summonses.
Tuesdays ...Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses.
Wednesdays Adjourned Summonses.
Thursdays ..Adjourned Summonses. Lancashire Business will be taken on Thursdays, the 11th and 25th June and 9th and 23rd July.
Fridays ....Motions and Adjourned Summonses.

Group II.—In Causes and Matters assigned to Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

Before Mr. Justice CLAUSON.

(The Witness List. Part I.)

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Mondays ...Bankruptcy Business.
Tuesdays ... | Wednesdays | Thursdays .. | Fridays .... } The Witness List. Part I.
Bankruptcy Judgment Summonses will be taken on Mondays, the 8th and 29th June and 20th July.
Bankruptcy Motions will be taken on Mondays, the 15th June and 6th July.
A Divisional Court in Bankruptcy will sit on Wednesdays the 24th June and 15th July.

Before Mr. Justice LUXMOORE.

(The Non-Witness List.)

Mondays ...Chamber Summonses.
Tuesdays ...Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses.
Wednesdays Adjourned Summonses.
Thursdays ..Adjourned Summonses.
Fridays.....Motions and Adjourned Summonses.

Before Mr. Justice FARWELL.

(The Witness List. Part II.)

Mr. Justice FARWELL will sit daily for the disposal of the List of longer Witness Actions.

THE COURT OF APPEAL.

A List of Appeals for hearing, entered up to Friday, May 22nd, 1931.

FROM THE CHANCERY DIVISION.

(Final List.)

Re Partridge, dec Holyoake v Partridge
Penge Urban District Council v Mayor of Lewisham (not before June 8)
Re Conyngham Mount Charles v Conyngham
Re Companies Act, 1929 Re Gow, Wilson & Stanton ld (s.o. generally July 9, 1930—restored to List May 19, 1931)
Re Theobald's Will Trust Helps v Helps

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

For Judgment.

Blakey v Trustees of Property of Pendlebury

For Hearing.

Re Ellsworth Ellsworth v Nixon

FROM THE PROBATE AND DIVORCE DIVISION.

(Final List.)

Divorce Cooper, A H v Cooper, H F (Ford Co-respondent) (s.o. to July 10)

FROM THE CHANCERY DIVISION.

(In Bankruptcy.)

Re a Debtor (No. 1194 of 1930) Expte The Debtor v The Petitioning Creditor & The Official Receiver
Re a Debtor (No. 79 of 1931) Expte The Debtor v The Petitioning Creditors & The Official Receiver
Re a Debtor (No. 74 of 1930) Expte The Debtor v The Petitioning Creditor & The Official Receiver
Re a Debtor (No. 327 of 1931) Expte The Debtor v The Petitioning Creditor & The Official Receiver
Re Richardson, H A Expte The Bankrupt v The Official Receiver

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

Morton v Morton

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

For Judgment.

Bottomley (Revenue Officer) v West Derby Assessment Committee
Same v Same
Mersey Docks & Harbour Board v West Derby Assessment Committee
Same v Same
Bottomley (Revenue Officer) v The Liverpool Grain Storage & Transit Co ld
Same v Same
Same v The Mersey Docks & Harbour Board

For Hearing.

South African Reserve Bank v M Samuel & Co (not before June 8)
Marston v Regents Park Development Co ld
Eldridge & Morris v Taylor
Re Carter & Bell, Solrs & re taxation of costs
Re Same & Same (from Interlocutory List)
Gow, Wilson & Stanton ld v Dunlop Plantations ld
The Dependable Upholstery ld v Brasted (McKenzie third party)
Tilden v Realty Trust ld (security ordered)
Broad v Sterns ld
Lipton ld v Burton (Revenue Officer)
Gildesgame v Naiditch
Toogood & Sons ld v Green (Revenue Officer)
Mills Conduit Investment ld v Ward
Jameson v The Kinmel Bay Land Co ld
The British Aircraft Manufacturing Co ld v Cope & Co
Sparrowhawk v John Mowlem & Co ld

FROM THE KING'S BENCH DIVISION.

(Revenue Paper—Final List.)

For Judgment.

The Institution of Civil Engineers v Commrs of Inland Revenue
Anglo-Persian Oil Co ld v Dale
Same v Commrs of Inland Revenue

For Hearing.

Brotex Cellulose Fibres ld v Commrs of Inland Revenue
Commrs of Inland Revenue v Sneath
Same v Wahl

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

Mills' Conduit Investments ld v Denholm (s.o.)
Haiat v The National City Bank of New York and Haiat v The Public Trustee

FROM THE ADMIRALTY DIVISION.

(Final List.)

With Nautical Assessors.

For Judgment.

Bremen—1930—Folio 173 Owners of S.S. British Grenadier v Owners of S.S. Bremen
Re Same Same v Same

For Hearing.

Uribitarte—1931—Folio 60 Liverpool & Glasgow Salvage Assoc v Owners of S.S. Uribitarte

Re The Workmen's Compensation Acts.

(From County Courts.)

Geary v Matthew Brown & Co ld
Mutcham v F W Gentle & Son
Miller v Taylor & Son
Hutchings v Devon County Council
Hardstaff v Sherwood Colliery Co ld
Standing in the "Abated" List.

FROM THE KING'S BENCH DIVISION.

(Final List.)

African Selection Trust ld v Came (s.o. generally)

(Revenue Paper—Final List.)

Young (Inspector of Taxes) v William Bernstein ld (in liquidation) s.o.

(Interlocutory List.)

Selfridge Provincial Stores ld v Financial Telegraph and ors s.o., pt hd, liberty to apply

FROM THE PROBATE AND DIVORCE DIVISION.

Blake, F G v Blake, M T (Morris Co-Respondent) (stayed until payment of damages into Court)

HIGH COURT OF JUSTICE.—CHANCERY DIVISION.

For the purpose of securing the more speedy disposition of business and especially of the shorter Witness Actions, the Judges of the Chancery Division are divided into two groups of three each, and there are three lists, namely: The Non-Witness List, the Witness List Part I, into which the shorter Witness Actions will go, and the Witness List Part II, into which the longer Witness Actions will go.

GROUP I.—Mr. Justice EVE, Mr. Justice MAUGHAM and Mr. Justice BENNETT.

GROUP II.—Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

GROUP I.

Mr. Justice EVE will take Part II of the Witness List.

Mr. Justice MAUGHAM will take Part I of the Witness List. Companies (Winding up) business will be taken on each Monday.

Mr. Justice BENNETT will take the Non-Witness business as set out in the Trinity Sittings Paper.

GROUP II.

Mr. Justice CLAUSON will take Part I of the Witness List. Bankruptcy business will be taken as announced in the Trinity Sittings Paper.

Mr. Justice LUXMOORE will take the Non-Witness business as set out in the Trinity Sittings Paper.

Mr. Justice FARWELL will take Part II of the Witness List.

Set down to May 22nd, 1931.

GROUP I.—In Causes and Matters assigned to Mr. Justice EVE, Mr. Justice MAUGHAM and Mr. Justice BENNETT.

GROUP I.

Before Mr. Justice EVE.
For Judgment.

The Paterson Engineering Co ld v The Candy Filter Co ld
Witness List. Part II.
Gliksten v J Gliksten & Son ld (not before July 1)
Nichol v J W Haylock ld
Latter v Buckland (not before Michaelmas)
Brown v Bruges
Bruges v Bruges (restored) (fixed for June 4)
Re Patents & Designs Acts, 1907-1919 Re Le Rasoir Apollo's Patent No 239112 (not before June 8)
Mills & Knight ld v Port of London Authority (fixed for June 8)
Brown v Brown (not before June 12)
Power's Cinephone Equipment (Parent) Syndicate ld v Majestic Theatres Corpn ld (stayed for security)
Same v Same
Gough-Cook v Gibbons (fixed for June 30)
Re Muhlinghans Muhlinghans v The Administrator of German Property (stayed for security—s.o. for Attorney-Gen)
Gloucester Corpn v Pearl Assce Co ld
Stanton Estate Co v Fentem
Same v Same
Stelos Re-Knit ld v Ladda-Mend Co ld
Re Benham Benham v Benham (not before July 1)
Munro v Behar
Joseph Robinson & Co ld v Munro (not before June 15)
Fitzwilliam v Down
Waring v Foden (fixed for June 15)
Same v Booth Crushed Gravel Co ld (fixed for June 15)
Re Powell Powell v Powell (restored)
Port of London Authority v Canvey Island Commissioners
Descombes v Parton
Submarine Signal Co v Henry Hughes & Son ld (s.o. for Solr-Gen)
Re Burnards (Established 1899) ld Burnard v Burnards (Established 1899) ld
Re Johnson & Company (Wholesale Costumiers) ld and Companies Act, 1929
Wiltshaw & Robinson ld v S Fielding & Co ld
Bird v Reddish
Totalisators ld v The Racecourse Betting Control Board
Greening v Queen Anne's Bounty
Valcarenghi v The Gramophone Co ld
A P Lundberg & Sons ld v Letrik ld
Re A P Ludberg & Sons Trade Mark & re Trade Marks Act
Automatic Trade Mark Machine Co ld v Sudbury
Pretyman v Sievier
Marshall, Sons & Co ld v Modern Concrete Development Co ld
Morton v Morton
Royal Arsenal Co-operative Soc ld v Bater
Amery-Parkes v Dakin
Gepp v East Ham Corpn
Heyder v Hopkinson
Tucker v Scorer
British Oxygen Co ld v Gesellschaft Fur Industriegasverwertung m.b.H.
Re The Westminster Road Construction & Engineering Co ld and re Companies Act, 1929
Press Caps ld v Robinson
McGaw v General Lying-in Hospital
Ellis v Someeh
Lynam v Lynam
Medcalf v Janson
Castagna v Castagna

Before Mr. Justice MAUGHAM.
Retained Matter.

Offord v Offord (s.o. to June 23)
Witness List. Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Re Grater Quelle v Buck
Collins v Giles
Hirst v Coldrick
Re Carter Watson v Carter
De Pietro v Ponton
Whiteley v Knott
Minns v Hammond
Re W G Beaumont, dec Hensmans v Beaumont
The Chloride Electrical Storage Co ld v Silvia Wireless Stores
Pattison v Pattison
Same v Same
Re Andrews, infants & re Guardianship of Infants' Acts, 1886 to 1925 (with witnesses)
Libowitch v Watterman
British Medical Association v Marsh
Coomer v Edwards
Andrew Baron ld v Sievewright ld
Smith v Hill
Jenvey v Timmins
Re Bennett Peckman v Bennett
Hurlin v Crump
Barnett v Donn
George Hamlett & Sons ld v Delamere
Heward v Merrylees
Kenn v Perry Bury ld
Hoeltschi v Hoeltschi
Bartlett v Tottenham
Hickey v Hickey
Glazounow v The Gramophone Co ld
Shaw v Brodribb
Link's Hotel ld v Thorne
Sevel v Davis
Kay Bros ld v Harcastle
Re Billington & Newton ld and re Companies Act, 1929
Re Same and Same
Neeson v White
Davis v Pepper
Re Harlow's question as to certain Property & re Married Women's Property Act, 1882 (with witnesses)
Biddle v Williamson
Burling v Mumford
Risdon v Risdon
Williamson v Clark
Clare v Morgan
Myers v Kreger
Re Bond Bond v Copp
Goldring v Simpson
Howell v Hulley
Re Jones Jones v Jones
Merriman v Rosen
Eyre v Hampstead Borough Council
Young v Moore
Pearce & Sons ld v Lee-Smith
Paul v Calstock Rural District Council
Robins v Moore
Bird v Metcalf
Weatherby & Sons v The Galopin Press ld
Walsh v Bardsley
Godlewicz v Pearlberg
H Vincent & Son v Universal Housing Co ld
Moss v Haggie
Foster v Woolwich Borough Council
Phonycord G.m.b.H. v Filmophone Flexible Records
Aidallbery v Jarvis
Davies v Verity
Peet v Davies (with witnesses)
Associated Buxton Cinemas ld v F S Bennett ld
Stradling v Higgins
Ellis v John Stenning & Son ld
Bruton Club ld v Greenall
Hughes, Massie & Co v Brandon-Thomas
James v Thomas
Edwards v Boulting
Shephard v Hyldon
Re Jones O'Mahony v Pinder-Brown
Beaute ld v Metz
Coxe v Ward
Markham Main Colliery ld v Fitzwilliam
Wyatt v Smith
Hawkes v Hawkes
Schoenfeld v Hurry
Murphy Carson ld v Fellows Manufacturing Co ld
Woods v Sorrell
Austin v Wilson
Re Evans' Trusts James v James (with witnesses)

Petitions.

Alliance Bank of Simla ld (to wind up—ordered on May 6, 1924, to s.o. generally)
Robert Young's Construction Co ld (same—stand over from Jan 20, 1925—liberty to apply to restore)
H A P P Tanning Co ld (same—ordered on June 2, 1926, to s.o. generally)
Dillwyn Colliery Co ld (same—ordered on Oct 15, 1928, to s.o. generally—liberty to restore)
British Acetate Silk Corporation ld (same—s.o. from April 20, 1931, to June 8, 1931)
Carcraft ld (same—s.o. from May 11, 1931, to June 8, 1931)
Fur Fabric Co ld (same—ordered on March 9, 1931, to s.o. generally—restored for June 8, 1931)
John Knill & Co ld (same—s.o. from May 11, 1931, to June 15, 1931)
Aconic Radio ld (same—s.o. from May 11, 1931, to June 8, 1931)
H Jacobson & Co ld (same—ordered on March 9, 1931, to s.o. generally)
Midland Press Exchange ld (same—s.o. from May 18, 1931, to June 15, 1931)
Alliance Artificial Silk ld (same—s.o. from May 4, 1931, to July 13, 1931)
Cowey Engineering Co ld (same—s.o. from April 27, 1931, to June 8, 1931)
C Green ld (same—s.o. from May 4, 1931, to June 8, 1931)
Tomusto (1930) ld (same—s.o. from May 18, 1931, to June 8, 1931)
T Hardiman & Co ld (same—s.o. from April 27, 1931, to June 8, 1931)
New Gorsllan Colliery Co ld (same—s.o. from May 11, 1931, to June 8, 1931)
Morris Robertson ld (same—s.o. from May 18, 1931, to June 8, 1931)
Virginia Lumber Co ld (same—with witnesses—s.o. from May 18, 1931, to June 8, 1931)
A Maurice & Co ld (same—s.o. from May 18, 1931, to June 8, 1931)
British Netherlands Artificial Silk Co ld (to wind up)
Sales & Teather (1927) ld (same)
Gramo-Radio Amplifiers ld (same)
Central Picture Playhouse & Cafe (Reading) ld (same)
Castle Hardware Co ld (same)
Sunfruit Products ld (same)
Bolgar Oil Processes ld (same)
Arthur Goldberg ld (same)
Johnson & Bolsom ld (same)
Callen Bros & Co ld (same)
Goodwin Clothing Supply Co ld (same—petn of H Waldman)
Goodwin Clothing Supply Co ld (same—petn of Cook Son & Co (St. Pauls) ld)
Steed's Services ld (same)
Universal Commercial Motor Supplies ld (same)
Ekaterinburg Syndicate ld (same)
Lightwood Building Co ld (same)
Business Telephone Directories ld (same)
House Publications ld (same)
Harrison Jehring & Co ld (same)
Electrical & Radio Products ld (same)
F Warner & Co ld (same)
Adey Radio ld (same)
Direct Automatic Sales ld (same)
Dynic International Radio ld (same)
Machine Made Sales ld (same)
H Stanley ld (same)
Pop's Club ld (same)
Hardy Trust ld (same)
Housing Corporation of Great Britain ld (same)
Dwa Plantations ld (same)
Worlds Supplies (Manufacturers) ld (same)
Webb Conveyors ld (same)
John Nash ld (same)
Sun-Ray Electric Lamp Co ld (same)
Paul Ruinart (England) ld (to confirm reduction of capital)
British Woollen Cloth Manufacturing Co ld (to confirm

reduction of capital—ordered on Dec. 8, 1930, to s.o. generally —liberty to restore)
United Motors ld (to confirm reduction of capital)
Garner & Somerford ld (to confirm reduction of capital)
Airedale Collieries ld (to confirm reduction of capital)
F A Aykroyd & Co ld (to confirm reduction of capital)
James Baldwin & Sons ld (to confirm reduction of capital)
Capitol (Winchmore Hill) ld (to confirm reduction of capital)
London Cemetery Co ld (to confirm reduction of capital)
London Produce Clearing House ld (to confirm reduction of capital)
Transvaal Lands Co ld (to confirm reduction of capital)
Robert Farrow & Co ld (to confirm reduction of capital)
Heeley and Amalgamated Cinemas ld (to confirm reduction of capital)
H Wilkins & Co ld (to confirm reduction of capital)
Savages ld (t confirm reduction of capital)
John Taylors ld (to confirm reduction of capital)
Castle Hotel Richmond ld (to confirm reduction of capital)
Masson Scott & Co ld (to confirm reduction of capital)
Eastern & Overseas Products ld (to confirm reduction of capital)
W H & J Barber ld (to confirm reduction of capital)
British-Borneo Petroleum Syndicate ld (to confirm reduction of capital)
Chemical & Wood Industries ld (to confirm reduction of capital)
Consol Products ld (to confirm reduction of capital)
Journal of Obstetrics & Gynaecology of the British Empire Publishing Co ld (to confirm reduction of capital)
Huntington Heberlein & Co ld (to confirm reduction of capital)
National Institute for the Blind (to confirm alteration of objects —ordered on May 11, 1931, to s.o. generally)
East Oxford Constitutional Hall Co ld (to confirm alteration of objects)
Lothbury Continental Co ld (to confirm alteration of objects)
British Aviation Insurance Co ld (to confirm alteration of objects)
Rivers Steam Navigation Co ld (to confirm alteration of objects)
British Feeding Meals & Milk Products Co ld (to sanction scheme of arrangement and confirm reduction of capital) pt hd—s.o. from May 21, 1931, to June 2, 1931—retained by Mr. Justice Bennett)
Nantyglo & Blaina Estates ld (to sanction scheme of arrangement and confirm reduction of capital)
Hanover Manufacturing Co ld (to restore name to register)
Extra Hard Cotton Twist Spinners Association ld (to restore name to register)
E W Rudd ld (to confirm reorganisation of capital)
Colchester Brewing Co ld (sec. 155)
Queen's Club Gardens Estates ld (sec 155)
Western Mansions ld (sec 155)
British Columbia Electric Railway Co ld (sec. 155)
Metallic Seamless Tube Co ld (sec 155)
Chesterfield Tube Co ld (sec 155)
British Italian Banking Corporation ld (sec 155)

Motions.

John Dawson & Co (Newcastle-on-Tyne) ld (s.o. generally by consent)
S Jacobs & Co ld (ordered on March 15, 1921 to s.o. generally)
H C Motor Co ld (ordered on July 5, 1921, to s.o. generally)
R Maurice & Co ld (ordered on April 5, 1927, to s.o. generally)
Paul Cheyney ld (ordered on Oct 14, 1930, to s.o. generally—liberty to restore)

Adjourned Summonses.

Vanden Plas (England) ld (with witnesses—parties to apply to fix day for hearing)
Fairbanks Gold Mining Co ld (ordered on July 26, 1921, to s.o. generally)
Blisland (Cornwall) China Clay Co ld (ordered on Dec. 16, 1921, to s.o. generally)
French South African Development Co ld Partridge v French South African Development Co ld (ordered on April 2, 1914, to s.o. generally pending trial of action in King's Bench Division)
Economic Building Corpn ld (with witnesses) (ordered on July 3, 1923, to s.o. generally)
Economic Building Corpn ld (ordered on July 3, 1923, to s.o. generally)
Atkey (London) ld (ordered on Jan 22, 1924, to s.o. generally)
Direct Fish Supplies ld (ordered on Feb 3, 1925, to s.o. generally)
Norman Wright & Barrett ld (appln of Founders Trust and Investment Co ld—ordered on March 18, 1930, to s.o. generally —liberty to restore)
City Equitable Fire Insce Co ld (appln of Liverpool & London and Globe Insce Co ld—ordered on April 8, 1930, to s.o. generally—liberty to restore—retained by Mr. Justice Maugham)
Blyth Shipbuilding & Dry Docks Co ld (Appln of R S Dagleish—with witnesses—retained by Mr. Justice Eve)
Linen & Artsilk ld (appln of E Pinhey & ors)
Same (appln of W H Latchford—ordered on March 9, 1931, to s.o. generally—liberty to apply to restore)
Little Wadhurst Farm ld (appln of Liquidator—with witnesses) c.a.v.
George Elliot & Co ld (appln of F H Leech—pt hd—s.o. from May 18, 1931, to June 2, 1931—retained by Mr. Justice Bennett)
United Citizens Investment Trust ld (appln of Liquidator—with witnesses)
Queensland Printing Works Co ld (appln of R J Hucklesby—ordered on May 18, 1931, to s.o. generally—liberty to apply to restore—retained by Mr. Justice Bennett)
M A Woolf ld (appln of Liquidator —with witnesses)
Gramophone Cabinets ld (appln of Liquidator—with witnesses)
Goodson Gramophone Record Co ld (appln of J Goodson—with witnesses)
Billie Collins ld (appln of Liquidator—with witnesses)
Lips ld (appln of W R Bishop—with witnesses)
Quarterly Dividends ld (appln of Liquidator)
Nixons Navigation Co ld (appln of Liquidator)
Aidall ld (appln of H.M. Attorney-General)

DIVISIONAL COURT.

Woods (Bristol) ld (appeal from Order, dated April 30, 1931, of Judge Parsons, Bristol County Court)

Before Mr. Justice BENNETT.

Adjourned Summonses.

Re Holroyd Thornton v Holroyd
Re Watts' Settlement Trusts Coffey v Watts
Re Rollinson Holmes v Dean
Re Veale's Will & Codicil Malone v James
Wilson v Taylor
Re Fulford Midland Bank Executor & Trustee Co ld v Fulford
Re Fletcher Fletcher v Parker
Re Venables Sargeant v Venables
Re Davis Davis v Davis
Re St. Helier's Will Trusts Stephen v Jeune
Re Sullivan Harper v Sullivan
Re Knight Shaw v Jones
Re Stephenson's Trusts Stephenson v Stephenson
Re Taft's Settlement Taft v Taft
Re Checkland Paterson v Quarrell
Re Sercombe Clarke v Sercombe
Re Foskett Foskett v Foskett
Re Nicoll Nicoll v Nicoll
Hood v Blake
Re Morgan Lundgren v Morgan
Re Wertheimer Peel v Davis
Re Todd Todd v Todd
Re James Gover v Robins
Re Robertson Robertson v Welch
Re Langton Public Trustee v Drawbridge
Re W G Little Scholarship Fund & Re Charitable Trusts Act, 1853 to 1925
Re Cust Cust v Cust
Re Dick Baker v Stokes
Re North Holmes v Christie
Re Catling Public Trustee v Catling
Re Roberts Cotgreave v Dobie
Re Smith Public Trustee v Smith
Re Kidson's Agreement & Re Law of Property Act, 1925
Re Sharman Sharman v Sharman
Re Williams Williams v Higgins
Re Waite's Trust Waite v Vorderegger
Re Southwold Railway & Re Railway Companies Act, 1867
Re Collins Gill v Bennett
Re Davis Ayers v Ayers
Re Benjamin Arnholz v Marks
Re Williams Evans v Evans
Re Williams Williams v Evans
Re Lee Buchan v Leach
Mark Dawson & Co ld v Cockroft (fixed for June 4)
Re Wright Lewis v Hall-Wright
Thomas Crow & Co ld v Crow, Catchpole and Co ld
Re Davison Simpson v Davison
Re Barton & Blackburn's Arbitration & Re Arbitration Act, 1889
Re Julyan Barclays Bank ld v Etherington
Re Wallscourt Settlement
Ward v Sommerville
Re "Sunnyfield" & Re Law of Property Act, 1925
Re Copland Public Trustee v Potts
Re Gill Gill v Pringle
Siemens & Halske, A.G. v Standard Telephones and Cables ld
Re Smith Smith v Smith Bros & Co ld
Re Williams Hews v Yorath
Re John Cooke Heynes v Cooke
Re Heathcote Jephson v Heathcote
Re Fey's Trust & Re Trustee Act, 1925
Re R J Moss Moss v Moss
Re Lambert Bisgood v Lambert

GROUP II.

In Causes and Matters assigned to Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

Before Mr. Justice CLAUSON.

Witness List. Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

John Long ld v British International Pictures ld
Drew v H J Tench & Co
Peters v Chance (not before June 24)
Cooper v Pilkington
Crane v Crane
Hector Powe ld v Sykes
Rudiesky v Kisburg
Porn v Olsvanger
Gaskell v Warrilow
Blois v Blois
Cressall v Houghton
Mackson v W H Hudson & Co (Leeds) ld
Re Littleton Hall v Littleton (with witnesses)
Derwent Mills ld v John Foster & Sons ld
Bucklow v Chapman
G E Barton ld v Emery
Johnston-Noad v British Motor Boat Club Proprietary ld
Starkie v Starkie
Jones v Phillips
Stocker v Cheshire Lines Committee
Stephens v Treharne
Leech v Collins
Simpson v Welbourne
Morris v Edison Cabinet Co
Smith v Revere Trust ld
Alderson v Allen
Jamieson v Scottish Coal Products ld
Parnell v Jenkins
Spear v Swain
Paul v Little
Re Mellor Mellor v Mellor
Reed v Southern Ry Co
Re Dowle Skarratt v Luck
Re Same Same v Same (with witnesses)
Re Same Same v Same (with witnesses)
Re Same Same v. Same (with witnesses)
Hayward v Henley
Robinson v Church of England Incorporated Society for providing Homes for Waifs and Strays
Pagesmith's Trustee v Kemp
Churchill v Reid
Bellerby v Kirkham

Wiley v Sterling
Grant's Trustee v Leachman
Simmons v Berkeley Property & Investment Co ld
Raingold v Bromley
Re Ogg Webster v Ogg
Saunders v Cunningham
Roche v Day
Publicity Films ld v Haswell
Keynes v Leslie & Co ld

Before Mr. Justice LUXMOORE.

(For Judgment.)

(For Mr. Justice BENNETT.)

Witness List. Part II.

The British Hartford-Fairmont Syndicate ld v Jackson Bros. (Knottingley) ld

Assigned Adjourned Summons.

Re Western Electric Co ld's Patent & re Patents and Designs Acts, 1907 to 1919 (fixed for June 2)

Short Causes.

Barclays Bank ld v Price
Metafilters ld v Tripp & Parker
Rougier v Clements

Further Considerations.

Re Robinson Clarkson v Robinson
Re Hughes White v Hughes

Adjourned Summonses.

Re Jenkins Biggs v Jenkins (in Court as Chambers)
Re Plant & J Pullar & Sons ld Lease & re Landlord & Tenant Act, 1927
Re Birkin's Trusts Maetzker v Nicholls
Re Laing Gibbon v Gibbon
Re Liddell Galbraith v Liddell
Re Brett Alderson v Brett
Potter v Reeves
Re Hayden Pask v Perry
Re Osborne's Will & Codicils Attorney-General v Plested
Re Backhouse Westminster Bank ld v Shaftesbury Society and Ragged School Union (not before June 9)
Re Cohen Cohen v Cohen
Re Livesley Livesley v Livesley
Re Dawson Thornton v Dawson
Re Carter's Will & Codicil Trusts Midland Bank Executor and Trustee Co ld v Waugh
N V Hollandsche Glas-En Metaalbank v The Rockware Glass Syndicate ld
Re Pond & Re The Trustee Act, 1925
Re Saunders Finn v Saunders
Re Coulsdon Court Estate Re Land Charges Act, 1925 Cearn v Downlands ld
Boyle v Raceford
Re Seline Seline v Levi
Re Ewin Winder v Harrison
Re Same Same v Same
Re Moden Willson v Moden
Re Bailey Bailey v Working Ladies Guild
Re Mellanby Bates v Mellanby
Re Poole Shaftesbury-Jones v Shropshire Assoc for the Blind
Re Briggs Settlement Birch v Birch (restored)
Re May Eggar v May
Re Jackson Curry v Wilcox
Avery v S & J Smethurst ld
Same v Same
Re Scott Mort v Seymour
Re Kinnell's Trusts Public Trustee v Kinnell
Re Chivers Chivers v Chivers and Sons ld
Re Clarke Howlett v Howlett
Re Bridgwater Bridgwater v Kitcat
Re O'Brien McCarthy v O'Brien
Re Jennings' Will Trusts & Re Trustee Act, 1925
Re Brown Cooke-Yarborough v Brown
Re Pasco Cooper v Smurthwaite
Re Taylor Barclays Bank ld v Levy
Sheet Iron Workers & Light Platers' Soc v Boilermakers' and Iron & Steel Shipbuilding Soc
Re MacLeod & Dowling's Partnership Articles Dowling v MacLeod
Re Morris Morris v Richards
Re McKenzie Scotney v Elwes
Re Wimsett Churchill v Dagnall
Re Harrop's Trusts Harrop v Harrop
Re Gilbert Crisp v Parker
Buckeye Incubator Co v Lumb
Re Piercy Whitwham v Piercy
Re Murray Murray v Murray
Re Lindon's Will Trusts Greenway v Fairley
Re Haendler Attorney-General v Revel
Re Armstrong Bouch v Storey
Re Oxley Wheeldon v Oxley
Re Hepworth Rastall v Bowden
Re Fellows Fellows v Carpe
Re Coupe Coupe v Coupe
Re Lawrence Armstrong v Greenop
Re Lopes Luttrell v Hanham
Re McLean Ryder v Taylor
Re Piggott Hall v Hall
Re Curwen Curwen v Graham
Re Heselton Heselton v Whitaker
Re Strong Strong v Strong
Re Stone Chadwick v Chadwick
Re Pigeon Woolley v Pigeon
Re Helm Public Trustee v Whiteley

Before Mr. Justice FARWELL.

(Retained Matters.)

Adjourned Summonses.

Re Sleigh Geddes v Bradley (s.o. till June 4)
Re Daglish's Will Trusts Hutchinson v Brown (s.o. generally)
Re Minshull Vernon Cattle Club Moreton v Newton (pt hd) (s.o. generally)

Petition.

Re Kerssenbrock Biddulph v Biddulph

Witness List. Part II.

Indemnity Service ld v Palatine Industrial Finance Co ld (s.o. for security)
Le Mottee v Blow
Plumbly v Johnson
Dewrance v Attwoods ld
Barr v Hearsey
Hatton v Barclays Bank ld
Symes v Symes
Clitherow v Kayll
Petroleum Options (1925) ld v Venezuelan Consolidated Oilfields ld
British Legion v British Legion Club (Street) ld
Sherwood v Light
Re Sweetman Sweetman v Harvey
Davies' Trustee v Davies
Marconi's Wireless Telegraph Co ld v Lissen ld
Attorney-General v Pratt
Chef Peas ld v E Lazenby & Son ld
Re King's Settlement King v King
Korkfabrik Frankenthal Bender and Co v Eckhard
Mayfair Court ld v Thomas Cook and Sons ld (restored)
Cooper v Humphreys-Davies & Co ld
Re Dreschfield Dreschfield v Byng
Westhoughton Consumers' Gas Co v Hulton Colliery Co ld
Wright, Sutcliffe & Son v W & J Lawley ld
Re Wright, Sutcliffe & Sons Trade Mark & Re Trade Marks Acts, 1905 to 1919
B de Meza ld v Alperine
Clare v Robinson
Burnard's Dairy Equipment ld v Burnard
Walker v Jones
Wildey-Wright v Hess
Jackson v Morris
Re Bunkall Bunkall v Flatt
Munro v Burley
Fredjohn's Trustee v Maisel's Petroleum Trust ld
Re Manor of Ealing Eden v Dalton

APPEALS AND MOTIONS IN BANKRUPTCY.

Pending May 22nd, 1931.

Appeal from County Court to be heard by a Divisional Court sitting in Bankruptcy.

Re Pendlebury, A L Expte P A V Warhurst, trading as The Auto Finance Co v The Trustees (Appl from the County Court of Lancashire, Bolton).

MOTIONS IN BANKRUPTCY.

For hearing before the Judge.

Re Fenton, H Expte The Trustee, under a Deed of Arrangement v Fenton Textile Assoc ld
Valsecchi, F H Expte The Trustee v F H Valsecchi & Co ld

KING'S BENCH DIVISION.

CROWN PAPER—For Argument.

The King v General Commissioners of Income Tax (ex pte Brooks and Doxey (1920) ld)
F Bourne & Son v Shaxby
Symons v Mallett
Wilkie v Moram

CIVIL PAPER—For Hearing.

National Flooring Co ld v Floorcraft ld (West London County Court)
Fowkes v The Leicestershire Colliery and Pipe Co ld (Ashby-de-la-Zouch Coun Court)
Fletcher v Beech (Bolton County Court)
Maitz v Burn & anr (Clerkenwell County Court)
Same v Same (Clerkenwell County Court)
Same v Same (Clerkenwell County Court)
Same v Same (Clerkenwell County Court)
Same v Same (Clerkenwell County Court)
Same v Same (Clerkenwell County Court)
Robinson v Williams & anr (Cambridge County Court)
Bryon v Dale (Brentford County Court)
Dale v Bryon (Brentford County Court)
Green v Smith (Westminster County Court)
Rothstein v Yankovitch (Whitechapel County Court)
Poett v Poett (Bow County Court)
Tuke & Bell ld v Arnatt (Runcorn County Court)
Yorkshire Farmers Bacon Factory ld v Johnson (Selby County Court)
Foskett v Young (Waltham Abbey County Court)
Lazenbury v Lazenbury (Wincanton County Court)
Charvonia v Esterman (Shoreditch County Court)
Kelly v Barber & anr (Marylebone County Court)
Stock Page & Stock v J Pusser & Co (Southwark County Court)
Prince v Mayor &c. of Ilford (Ilford County Court)
Gt Western Railway Co v The Powell Duffryn Steam Coal Co ld (Cardiff County Court)
Cameron & anr v Wilson (Marylebone County Court)
Harrods ld v Gavin (West London County Court)
Lovegrove v Shannon & Co
Tucker v Star Estate Agency (Portsmouth County Court)
Mann Crossman & Paulin ld v Eberle & ors (Whitechapel County Court)
Tart v G W Chitty & Co ld (Ashford County Court)
Goldblum & ors v Franklin (Mayor's & City of London Court)
Carsberg & anr v Inwards (Shoreditch County Court)
Same v Same (Shoreditch County Court)
Cohen v Wohl & ors (Whitechapel County Court)
Smith v Harmer (Lambeth County Court)
Brewtnall v The Cornhill Insce Co ld (Kingston County Court)
St. Pancras House Improvement Soc ld v Wysling (Bloomsbury County Court)
Nelson v Electric Supply Corpn ld (Haywards Heath County Court)
Lipton v Kapinos & anr (Shoreditch County Court)
Robinson, Williams & Barnard v D'Arcy (Westminster County Court)
Service Investment Soc ld v Lang (Westminster County Court)
Batchlor v Alexander Riddle & Co ld (Warwick County Court)
Luscombe v Breslane (Poole & Bournemouth County Court)
Gee v Hazleton & ors (Bromley County Court)
Bellamy v Wilson (West London County Court)
Ling v Rose (Bow County Court)
Johnston v Fur Fabric Co ld (George Johnston ld Garnishees)
T C Bines & Son v Barrett (Rochester County Court)
Anglo-American Oil Co ld v Pickering (Bloomsbury County Court)
Clark v Green (West London County Court)
Kine Advertising Service ld v Halfyard (Westminster County Court)
P & L Harvey v Drew (Lymington County Court)
Mirelson v Mosovitch (Whitechapel County Court)
The Humber Fishing and Fish Manure Co ld v Wilcox (Westminster Bank ld Clmts)
Gowen v Tomlins (Great Yarmouth County Court)
Ronaasen & Son v Metsanomistajain Metsakeskus O/Y
Dewhurst v George Hammond & Co (Folkestone County Court)
Payne v Cardiff R D C (Cardiff County Court)
Waterhouse v Smithson & ors (Leeds County Court)
Dawe v Henry & ors (Barnsley County Court)
Barnard v Sully (Lambeth County Court)
Hill & anr v Goldberg (Clerkenwell County Court)
Cohen v Franks (Whitechapel County Court)
Lancashire Dynamo and Motor Co ld v Mayhew, Ramsay & Co ld (Salford County Court)
British Railway Traffic and Electric Co ld v Jones & anr (Brighton County Court)
Bradshaw v Allery & ors (Lambeth County Court)
Birrell & anr v Duckers (Carlisle County Court)
Mercer & ors v Reid & ors
Chapman-Durrant v Wright (Liverpool County Court)
Prentice v Keen & anr (Bromley County Court)
Jones v Jones
Riley v Colquhoun (Liverpool County Court)
Goldblum & ors v Franklin (Mayor's and City of London Court)

Lawrence & Co v Landau Brothers ld (Mayor's and City of London Court)
Vickers v Lincolnshire Sugar Co ld (Sleaford County Court)
Sarrington & ors v Longmead (Wandsworth County Court)
Rothstein v Yankovitch (Whitechapel County Court)
Busby v Fawsett (Chesham County Court)
Pain v Cobb & ors (Poole County Court)
Davidoff v Sattin & anr (Westminster County Court)
Dove ld v Amalgamated Pleaters ld (Westminster County Court)
Cass v London Co-Operative Society ld (Bow County Court)
B B P Omnibus Co ld v London Co-Operative Society ld (Bow County Court)
Tasker v Garrison (Rotherham County Court)
Holland (Portsmouth) ld v Arnett (Portsmouth County Court)
Davidson v Hallam (Nottingham County Court)
Kingham v Simmons (Westminster County Court)
Kell v Robert Rix & Son (Sunderland County Court)
Jays ld v Mendes Judgt Debtor (Westminster Bank ld garnishees)
James R Ogden & Sons ld v Same
Eshelby v The Federated European Bank ld (Taglioni Third Party)
Fife v Poole (Poole clmt)
Giddings Bros v A Lee & Co ld (Bloomsbury County Court)
Davy v Magnus & ors (Shoreditch County Court)
Proctor Smith & Procter v Simpson (Birmingham County Court)
Associated Distributors ld v Breenahan (Greenwich County Court)
Arnold v Miller
Pino & anr v Pelligrinelli & anr (Bloomsbury County Court)
Freeman v Thornton-Smith (Westminster County Court)
Robinson v North-Western Road Car Co ld (Manchester County Court)
Levitch v Beadle (Shoreditch County Court)
Satin v Claydon (Brighton County Court)
Satin v Stevens (Brighton County Court)
Grodsky v East Ham Shopping Hall ld (Romford County Court)
Leslie Raymond v Wooten (Willesden County Court)
Blake v Warren
Molins Machine Co ld v L C C
Brewer v Snowden (Blackburn County Court)
Fenn v Simmons (West London County Court)

APPEALS AND ISSUES UNDER THE UNEMPLOYMENT INSURANCE ACT, 1920.

In the matter of an application by John Silver (re Webb)

SPECIAL PAPER.

Marsden U D C v Sharp & anr
The Dawson Line ld v Aktiengesellschaft "Adler" Fuer Chemische Industrie of Berlin
Dowling v The Great Western Railway Co
Gristock v Same

MOTION FOR JUDGMENT.

Heineman v Moss

REVENUE PAPER.—Cases Stated.

T Haythornthwaite & Sons ld and T Kelly (H M Inspector of Taxes)
G W Selby Lowndes and The Commrs of Inland Revenue
F Potter (H M Inspector of Taxes) and R E Eiloart
C Bushby & Sons and Commrs of Inland Revenue
Hillearns & Fowler and J Murray (H M Inspector of Taxes)
A I Sherwin and P Barnes (H M Inspector of Taxes)
E S Davies (H M Inspector of Taxes) and Lilian Braithwaite
Lord Glanely and A F Wightman (H M Inspector of Taxes)
Rownson Drew & Clydesdale ld and Commrs of Inland Revenue
Westminster Bank ld and R W Osler (H M Inspector of Taxes)
James C Waddington and R H C O'Callaghan (H M Inspector of Taxes)
Anderton & Halstead ld and T Berrell (H M Inspector of Taxes)
The London & Northern Estates Co ld and Commrs of Inland Revenue
Murex ld and Commrs of Inland Revenue
National Bank ld and F G Baker (H M Inspector of Taxes)
Card Clothing & Belting ld and A E West (H M Inspector of Taxes)
H S Cadle (H M Inspector of Taxes) and Thomas Rowbotham
Frodingham Ironstone Mines ld and N F Stewart (H M Inspector of Taxes)
International Combustion ld and The Commissioners of Inland Revenue
F B Thompson (H M Inspector of Taxes) and The Trust & Loan Company of Canada
D H Currer-Briggs and Commissioners of Inland Revenue

DEATH DUTIES—Showing Cause.

In the Matter of John William Atkinson, dec.
In the Matter of George Eli North, dec.
In the Matter of Annie Sharpe, dec.
In the Matter of George Bone, dec.

ENGLISH INFORMATION.

Attorney-General and Lucy Anne Gundry Meech
Attorney-General and John Weston Adamson and Joseph William Cottee

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

The Judicial Committee of the Privy Council resumed its sittings on Tuesday last. The list contains twenty-nine appeals, compared with thirty-eight for the corresponding period last year. To the present list Canada contributes fourteen appeals, India thirteen, and Australia and the Straits Settlements one each. The number of Canadian appeals is noticeable and some of them raise questions of great importance. In view of the attitude of the Irish Free State to the jurisdiction of the Judicial Committee it is interesting to note that no fewer than four of the Canadian appeals are disputes between the Dominion and one or other of the Provinces, which the Governments themselves have referred to the decision of the Imperial Tribunal. One of these appeals raises the interesting question of the legislative powers of the Dominion and the Provinces in relation to the regulation of aeronautics. Fourteen judgments await delivery.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phone: Temple Bar 1181-2.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (14th May, 1930) 2½%. Next London Stock Exchange Settlement Thursday, 11th June, 1931.

	Middle Price 3 June 1931.	Flat Interest Yield. £ s. d.	Approximate Yield with redemption £ s. d.
English Government Securities.			
Consols 4% 1957 or after	95	4 4 3	—
Consols 2½%	60xd	4 3 4	—
War Loan 5% 1929-47	103	4 17 1	—
War Loan 4½% 1925-45	101½	4 8 8	4 7 8
Funding 4% Loan 1960-90	96½	4 2 11	4 3 3
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	98	4 1 8	4 2 8
Conversion 5% Loan 1944-64	107	4 13 6	4 11 10
Conversion 4½% Loan 1940-44	102	4 8 3	4 6 0
Conversion 3½% Loan 1961	84	4 3 4	—
Local Loans 3% Stock 1912 or after	69½xd	4 6 4	—
Bank Stock	274½	4 7 5	—
India 4½% 1950-55	74½	6 0 10	—
India 3½%	56xd	6 5 0	—
India 3%	46xd	6 10 5	—
Sudan 4½% 1939-73	101	4 9 1	4 9 8
Sudan 4% 1974	92	4 7 0	4 8 0
Transvaal Government 3% 1923-53 (Guaranteed by Brit. Govt. Estimated life 15 yrs.)	88½	3 7 10	3 18 0
Colonial Securities.			
Canada 3% 1938	93	3 4 6	4 4 0
Cape of Good Hope 4% 1916-36	98	4 1 8	4 8 0
Cape of Good Hope 3½% 1926-49	85xd	4 2 4	4 14 6
Ceylon 5% 1960-70	103	4 17 1	4 16 6
*Commonwealth of Australia 5% 1945-75	68xd	7 7 1	7 8 3
Gold Coast 4½% 1956	97xd	4 12 9	4 14 0
Jamaica 4½% 1941-71	98	4 11 10	4 12 3
Natal 4% 1937	98	4 1 8	4 7 6
*New South Wales 4½% 1935-1945	48xd	9 7 6	9 16 6
*New South Wales 5% 1945-65	55	9 1 9	9 2 6
New Zealand 4½% 1945	83½	5 7 9	6 5 6
New Zealand 5% 1946	91½xd	5 9 3	5 17 6
Nigeria 5% 1950-60	104	4 16 2	4 14 2
*Queensland 5% 1940-60	55	9 1 9	9 3 6
South Africa 5% 1945-75	102xd	4 18 0	4 17 6
*South Australia 5% 1945-75	68xd	7 7 1	7 8 6
*Tasmania 5% 1945-75	73	6 17 0	7 1 6
*Victoria 5% 1945-75	60xd	8 6 8	8 7 6
*West Australia 5% 1945-75	65	7 12 3	7 13 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	66xd	4 10 11	—
Birmingham 5% 1946-56	105	4 14 4	4 12 3
Cardiff 5% 1945-65	104	4 16 2	4 14 6
Croydon 3% 1940-60	76	3 18 11	4 10 0
Hastings 5% 1947-67	103	4 17 1	4 16 3
Hull 3½% 1925-55	83	4 4 4	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	78xd	4 9 9	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	58	4 6 2	—
London City 3% Consolidated Stock after 1920 at option of Corporation	69	4 6 11	—
Metropolitan Water Board 3% "A" 1963-2003	69	4 6 11	—
Do. do. 3% "B" 1934-2003	71	4 4 6	—
Middlesex C.C. 3½% 1927-47	90	3 17 9	4 12 0
Newcastle 3½% Irredeemable	76	4 12 1	—
Nottingham 3% Irredeemable	68	4 9 7	—
Stockton 5% 1946-56	104	4 16 2	4 15 6
Wolverhampton 5% 1946-56	104	4 16 2	4 14 6
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	85	4 14 2	—
Gt. Western Railway 5% Rent Charge	100½	4 19 6	—
Gt. Western Rly. 5% Preference	79	6 6 7	—
L. & N.E. Rly. 4% Debenture	75½	5 6 0	—
L. & N.E. Rly. 4% 1st Guaranteed	65½	6 2 2	—
L. & N.E. Rly. 4% 1st Preference	40	10 0 0	—
L. Mid. & Scot. Rly. 4% Debenture	78	5 2 7	—
L. Mid. & Scot. Rly. 4% Guaranteed	66½	6 0 4	—
L. Mid. & Scot. Rly. 4% Preference	40	10 0 0	—
Southern Railway 4% Debenture	84½	4 14 8	—
Southern Railway 5% Guaranteed	97½	5 2 7	—
Southern Railway 5% Preference	79	6 6 7	—

*The prices of Australian stocks are nominal—dealings being now usually a matter of negotiation.

MISCELLANEOUS.

FREEHOLD GROUND RENTS of BUSINESS PREMISES let to sound tenants URGENTLY WANTED for a fund of £65,000. Large or small lots considered. Full details invited.—Alaway, 20, Bloomsbury-square, W.C.

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WILL any Relatives of the late ALEXANDER NESBITT, who died 21st June, 1886, also of his wife, CECILIA NESBITT, deceased 6th November, 1900, and who are buried in Maresfield Churchyard, kindly COMMUNICATE with William Clifford Dodkins, of 1, London Wall-buildings, London, E.C.2, concerning the Memorial erected to the former at Fairwarp Church, Uckfield, Sussex?

BURTON.—The Kin of HARRIETT LOUISA BURTON, Widow, late of 1, Holly Hedge-terrace, Lewisham, Kent, who died at Lewisham on 20th January, 1931, are requested to APPLY to the Treasury Solicitor (B.V.), Storey's-gate, London, S.W.1. (Estate about £600).

RENDLE, JOHN EDGCUMBE, late of the Clarendon Hotel, East-street, Brighton, in the County of Sussex, and 85, Norroy-road, Putney, S.W.15 (who died at 85, Norroy-road, Putney, S.W.15, in 1909).—WILL any PERSON able to give INFORMATION as to the DEATH or present WHEREABOUTS of ALICE MAUD MARY RENDLE, the Widow of the above-named, late of 85, Norroy-road, Putney, S.W.15, or of her Executors or next-of-kin, please COMMUNICATE with Mr. F. W. TURNER, c/o Messrs. Carpenter Arnold and Turner, of Midland Bank-chambers, North-street, Brighton, Sussex.

PENDRY.—The Kin of FRANCES MARY PENDRY, Widow, late of 34, Wellington-street, Slough, Buckinghamshire, who died in Buckinghamshire on 8th March, 1931, are requested to APPLY to the TREASURY SOLICITOR (B.V.), Storey's-gate, London, S.W.1. (Estate about £250.)

RE ROSA WILSON, deceased.—The NEXT-OF-KIN of ROSA WILSON, late of 14, Newport-road, Leyton, Essex, widow, or any person who can give information as to the said next-of-kin, are requested to COMMUNICATE with Messrs. G. Houghton & Son, of 133, Moorgate, London, E.C.2, solicitors for the executor of the will of the said Rosa Wilson, dated 19th May, 1931. Note.—The said Rosa Wilson's maiden name was Butter, and she was married three times, her married names being Gruit, Parsley, and Wilson.

IN the Estate of ELIZABETH HARDCASTLE, deceased. Take notice that the NEXT-OF-KIN of the above-named deceased, who died on the 20th February, 1897, at 11, Clyde-street, Redcliffe-gardens, in the County of Middlesex, widow of the Reverend Philip Hardcastle, of Milton-street, Dorset-square, London, who died on the 12th February, 1864, are requested to COMMUNICATE with us, the undersigned, in writing, stating their relationship without delay.—Wingfields, Halse & Trustram, 61, Cheapside, London, E.C.2, Solicitors.

IN the Estate of MARTHA WAILES HARDCASTLE, deceased. Take notice that the NEXT-OF-KIN of the above-named deceased, who died on the 26th April, 1926, at 11, Clyde-street, South Kensington, in the County of Middlesex, spinster, daughter of Elizabeth Hardcastle, widow, who died on the 20th February, 1897, at 11, Clyde-street aforesaid, are requested to COMMUNICATE with us, the undersigned, in writing, stating their relationship, without delay.—Wingfields, Halse and Trustram, 61, Cheapside, E.C.2, Solicitors.

IN the Estate of ELIZA MARY HARDCASTLE, deceased. Take notice that the NEXT-OF-KIN of the above-named deceased, who died on the 16th January, 1930, at 11, Clyde-street, South Kensington, in the County of Middlesex, spinster, daughter of Elizabeth Hardcastle, who died on the 20th February, 1897, at 11, Clyde-street, South Kensington aforesaid, are requested to COMMUNICATE with us, the undersigned, in writing, stating their relationship, without delay.—Wingfields, Halse and Trustram, 61, Cheapside, London, E.C.2, Solicitors.

RE CAPTAIN GEOFFREY FIRTH, deceased. —Any SOLICITOR or other person AWARE of the PREPARATION or EXISTENCE of a WILL made by the above, late of Exeter, England, and Alassio, Italy, subsequently to June, 1928, is requested to COMMUNICATE with LAKE, FRIEND & TARBET, Solicitors, Exeter.

MASLEN.—Will any Solicitor, Banker or other person who can give INFORMATION with regard to a WILL, BANKING ACCOUNT or any other matter concerning the late JOHN MASLEN, butler to the Earl of Cranbrook, COMMUNICATE with Messrs. EVANS, BARRACLOUGH AND CO., Solicitors, 2, Gray's Inn-square, W.C.1.

LAW BOOKS.

FOR SALE.—Legal Library of deceased solicitor.—List on application to W. Rackwood Cocks, Solicitor, Exeter.

FOR SALE.—"The Solicitors' Journal," Vols. 68 to 73, unbound. What offers?—Box 650, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FOR SALE.—"The Solicitors' Journal," Vols. 65 to 73, cloth bound, perfect condition. What offers?—Box 589, Solicitors' Journal, 29 Breams-buildings, E.C.4.

IN BANKRUPTCY.—Sale by Tender.—Law Books appertaining to the estate of E. H. Holt, Solicitor, Weston-super-Mare.—For conditions, schedule of books and form of tenders apply Edward Thomas Collins & Son, Chartered Accountants, 28, Baldwin-street, Bristol.

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